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Contents.

CURRENT TOPICS 609
A DEFINITION AT LAST 612
EQUITABLE INTERESTS AND THE STATUTE OF LIMITATIONS 612
LEGISLATION IN PROGRESS 614
REVIEWS 614
CORRESPONDENCE 615
NEW ORDERS, &c. 615
LAW SOCIETIES 620
LEGAL NEWS 621
COURT PAPERS 622
WINDING UP NOTICES 622
CREDITORS' NOTICES 622
BANKRUPTCY NOTICES 623

Cases Reported this Week.

In the Solicitors' Journal.

Hanfstaengle v. Empire Palace (Lim.) and Baines & Co. 616
Harper v. Marcks 619
Kennedy v. Thomas 616
Marriott v. Cobbett 620
McHenry, Re. McDermot v. Boyd. Ex parte Barker 616
Midland Coal, Coke, and Iron Co. (Lim.), Re 618
Owen (Deceased), Re 617
Reg. v. Richardson and Another 620
Royal Bank of Scotland v. Tottenham 615
Scholfield v. The Earl of Londesborough 618

In the Weekly Reporter.

A Company, In re 585
Assessment Committee of Reigate Union and Churchwardens and Overseers of Betchworth v. South-Eastern Railway Co. 580
Drielsma v. Manifold 578
Holland and Another v. Leslie 577
Reg. v. Dennis 587
Rymer, In re. Rymer v. Stanfield 581
Stretton's Derby Brewery Co. (Limited) v. Mayor of Derby 583

CURRENT TOPICS.

WE BELIEVE that, according to present arrangements, Mr. Justice ROMER will act as Vacation Judge during the first half of the Long Vacation. The Chancery Registrars in Vacation will be Mr. ROLT and Mr. JACKSON.

LORD JUSTICE LOPES having taken up the work of Mr. Justice BARNES, who is absent from the Probate, Divorce, and Admiralty Division on sick leave, has been replaced in Court of Appeal No. 2 by the Lord Chancellor, who, with Lords Justices LINDLEY and DAVEY, has been engaged this week, and will also next week be engaged, in hearing Chancery final appeals. In Court of Appeal No. 1 the hearing of Queen's Bench final appeals will be continued until further notice.

WHETHER THERE will be any opposition to the passing of the Supreme Court (Officers) Bill time will shew; there are certainly grounds for strenuous opposition on the part of certain interests which are proposed to be affected by its provisions. There is nothing in the Bill to indicate who are included in the expression "officer of the Supreme Court," and as the words stand the general effect will be to put the whole of the patronage of the Supreme Court in the hands of the Lord Chancellor alone, and even he will be practically subordinate to the Treasury. It may be that the Lord Chief Justice and the Master of the Rolls and others of the judges may raise strong objections to giving up the rights of patronage of which this Bill proposes to deprive them. The revolutionary character of the provisions is such as to call for serious consideration, and it cannot be anticipated that the Bill can be placed on the statute-book without undergoing considerable discussion and consequent amendment.

IN CONNECTION with the swearing-in of the new Lord Chief Justice, two things have been a good deal observed upon. One was the nervousness exhibited by a man never previously known to blench in the presence of any assembly; this, we think, is of good augury, as probably indicating the profound sense of the responsibilities attaching to his new position entertained by Lord RUSSELL. The other was the presence on the bench of the Prime Minister; and this we cannot call a propitious event. No doubt it may be said that Lord ROSEBERY was there as a mere spectator, just as JOHN SMITH was in the gallery; there is, however, the trifling difference that JOHN SMITH represented only himself, while Lord ROSEBERY represented the Government

of the day and the head of a political party. Considering that, in our time, no Prime Minister has ever attended upon such an occasion, and that the new Lord Chief Justice has been a very active politician, we venture to think it would have been better taste for his former political colleagues, and especially the colleague to whom he owes his appointment, to keep out of sight while the new Chief Justice swore "to do right to all manner of people without fear or favour." This mistake, however—no doubt prompted by personal friendship—may pass. The matter which, as we have before remarked, remains to be seen is whether the new President of the Queen's Bench Division will prove himself equal to the task of reorganizing that branch of the High Court. As the *Times* of Thursday said, reproducing in substance some observations which appeared in this journal with reference to the late Lord COLERIDGE:—"Every lawyer knows that with the new Chief Justice must begin, whether he desires it or not, another order of things. Lord COLERIDGE did not court or encourage changes, and in his time the pressure towards them was intermittent, and at times slight. The legal revolution of 1876 occurred in the Chief Justiceship of Sir ALEXANDER COCKBURN, and the changes which have since taken place have had about them more semblance of importance than reality. But a new spirit is in the air, and even lawyers who a few years ago were torpid, if not satisfied, now ask that much should be done, and that quickly. Somewhat similar to the present position of the Queen's Bench was that of the Chancery Court at the close of Lord ELDON'S career. The shortcomings of the latter were the talk of all men, and such suitors as could escape turned away from the doors of Chancery in disgust. Lawyers spoke gloomily of the consequences to their craft of the public distrust. Lord ELDON asserted that all was for the best in the court over which he had long presided. But Parliament thought otherwise, and it set on foot certain changes which brought about in a few years a revival of the business of the Court of Chancery. . . . The time and opportunity have come for something better than a fresh crop of unfruitful rules and resolutions which are interred as fast as they are born."

AN ESTEEMED correspondent, whose authority on the interpretation of any case dealing with originating summonses cannot be disputed, has favoured us with the following remarks on *Re Fawsitt* (34 W. R. 26, 30 Ch. D. 231) in connection with the new rules. The remarks, as will be seen, were written without knowledge of the definition which has been added to the new rules since they were first published. But they bear out so completely the view taken in an article elsewhere that we avail ourselves of the opportunity of placing them side by side with the article in question. Our correspondent says:—"It is possible that the new rules with regard to originating summonses, upon which you commented last week, may give rise to some discussion upon a point to which you did not then allude. You will remember that in the case of *Re Fawsitt* (34 W. R. 26, 30 Ch. D. 231) it was decided by the Court of Appeal that, taking the definition of an originating summons in order 71 with the definition of an action in section 100 of the Judicature Act, 1873, an originating summons under R. S. C., 1883, must be treated as a civil proceeding commenced otherwise than by writ in manner prescribed by rule, and consequently as falling within the definition of an action. The court, therefore, held that an order made upon such a summons was not an order made in a matter 'not being an action' within ord. 58, r. 15, and consequently was appealable at any time within one year. As you pointed out last week, the definition in order 71 is repealed, and the new rule (ord. 54, r. 4F) refers to originating summonses of a class quite different from those to which R. S. C., 1883, related. It is possible that it may be contended that the effect of this will be to include all originating summonses within the rule in *Re Fawsitt*. It may be contended that every originating summons of whatever kind is 'a civil proceeding commenced in such a manner as may be prescribed by Rule of Court,' and is, therefore, an action within section 100. The result would be singular, for it certainly would be strange to find that a summons to which no appearance is required to be entered constitutes an action. I do not doubt that, should an astute counsel be bold enough to raise such a contention, the court will readily brush away such cobwebs. Meantime I venture to suggest that the rule in *Re Fawsitt* is satisfied by considering that an order made on an originating summons where that mode of procedure is prescribed by the rules is an order made in an action, and that in other cases, the jurisdiction being conferred, not by the rules, but by statute, or the ordinary course of the court, an order, though made on originating summons, is one made in a matter 'not being an action.' Thus an order made on a summons issued under order 54A or ord. 55, rr. 3, 5A, would clearly be an order made in an action, an originating summons being prescribed by the rules as the mode of commencing such proceedings. On the other hand, an order under the Vendor and Purchaser Act, or under the Solicitors Act, or for maintenance of an infant would be an order made in a matter 'not being an action,' for, though made on originating summons, the method of procedure is not prescribed by the rules. The words 'originating summons' used in ord. 54, r. 4F, are words of description merely, not words conferring jurisdiction. I do not forget that this view lands us in one difficulty—viz., that an order made under ord. 55, r. 9B, would have to be treated as an order made in an action, inasmuch as the rule prescribes an originating summons as the method of procedure, though the application contemplated by the rule is a pure creature of statute, and the rule merely substitutes a summons for a petition as the initiating step. We must leave the court to deal with this point if it should ever arise."

WE FIND some difficulty in understanding the decision of the Court of Appeal in *Re Vitoria* (*ante*, p. 532). The appeal was against a receiving order. Judgment had been recovered against the debtor, under order 14, for £13,000. Leave to defend the action had been given on the terms of his paying £26,000 into court. The debtor was unable to do this, and judgment went against him by default. The judgment creditors served him with a bankruptcy notice, with which he failed to comply, and they then presented a bankruptcy petition against him in the Croydon County Court, founded upon the judgment debt. The registrar, on the hearing of the petition, went behind the judgment and inquired into the validity of the debt. He came to the conclusion that there was not a good petitioning creditors' debt, and he refused to make a receiving order. The creditors appealed to the Divisional Court, and that court held that a receiving order ought to be made. The Court of Appeal reversed their decision, and restored the order of the county court, on the technical ground that proper notice of the appeal to the Divisional Court had not been given, and that, therefore, that court had no jurisdiction to entertain the appeal. The creditors thereupon served upon the debtor a second bankruptcy notice in respect of the same judgment debt, the act of bankruptcy committed on the first notice having by lapse of time become no longer available. The debtor failed to comply with the second notice, and the creditors presented a second bankruptcy petition against him in respect of the judgment debt. This petition was presented in the London Court, the debtor having meanwhile come within the jurisdiction of that court. The preliminary objection was raised on behalf of the debtor that, by reason of the judgment of the county court, it was *res judicata*, and that a receiving order ought not to be made in respect of the judgment debt. Mr. Registrar LINKLATER overruled this objection, and, after hearing the case upon the merits, he made a receiving order. In the Court of Appeal the same preliminary objection was taken, and the court held that the registrar had rightly overruled it, and on a subsequent day they affirmed his decision upon the merits. In overruling the objection that the matter was *res judicata*, the court said that the Court of Bankruptcy, in declining to make a receiving order in respect of a judgment debt, was only exercising its judicial discretion under section 7 of the Bankruptcy Act, 1883, which provides that if on the hearing of a bankruptcy petition the court "is not satisfied with" (*inter alia*) "the proof of the petitioning creditor's debt . . . the court may dismiss the petition." The Court of Bankruptcy had no power to set aside a judgment, and, so long

as a judgment for a debt existed, it was conclusive between the parties that there was a debt. The reasons given by the registrar for the exercise of his discretion did not constitute anything in the nature of *res judicata*, at any rate upon a petition in another court founded upon a new bankruptcy notice. There might have been *res judicata* in the same court upon the same bankruptcy notice. We find it very difficult to reconcile this decision with those cases, of which there are many, *Ex parte Lennox* (30 SOLICITORS' JOURNAL, 46, 16 Q.B. D. 315) being one of the latest, in which it has been held that the Court of Bankruptcy can go behind a judgment and inquire into the consideration for a judgment debt, and that, if, for instance, it comes to the conclusion that there was no consideration for the debt, or that the debt was incurred by fraud, it may refuse to allow proceedings in bankruptcy to be founded upon the debt. And it was held in *Ex parte Lennox* that the court might make this inquiry at the instance of the debtor himself. In declining to make a receiving order, the court must, it seems to us, be exercising a judicial (not a merely arbitrary) discretion, and after a competent tribunal has decided that a petitioning creditor's debt is not one upon which proceedings in bankruptcy ought to be founded, and has on this ground refused to make a receiving order, we fail to see how it can be right to allow the creditor to raise before another bankruptcy tribunal the very same question—viz., whether his debt is one in respect of which a receiving order ought to be made. If this can be done a second time, there seems to be no reason why a judgment creditor should not continue applying for a receiving order against his debtor until he can find a judge who will accede to his request. And the court seem to have thought that their decision might expose debtors to this peril, for they said that such vexatious proceedings would be checked by the power which the court has of refusing to make a receiving order. We much doubt the practical value of such a check, for different judges might take very different views of what would amount to "vexation." We think it would be much safer to act upon the maxim, *Nemo debet bis vexari in eadem causâ.*

IT IS DIFFICULT to see how section 4 of the Conveyancing Act, 1892, could have the limited effect which the plaintiffs in *The Wardens of Cholmeley's School* v. *Nicholson*, recently decided, sought to attribute to it. The section provides that, where a lessor is proceeding to enforce a right of forfeiture under any covenant in a lease, the court may, on the application of an underlessee, vest the lease in him upon such conditions as to the execution of any deed or other document, payment of rent, &c., as the court may think fit. In the recent case a lease for fifty years granted by the plaintiffs in 1876, at a rent of £720 a year, had become vested in SEWELL, who in 1890 sub-demised the premises by way of mortgage to NICHOLSON for the residue of the term less the last day. In May, 1892, NICHOLSON took possession, and in the following July SEWELL became bankrupt. The plaintiffs relied on the bankruptcy as a cause of forfeiture, and sued to recover possession. In answer to NICHOLSON'S claim for relief under the above section, it was argued on their behalf that the forfeiture was a matter in respect of which the lessee could not have relief under section 14 of the Conveyancing Act, 1881, and that therefore the case was not one in which relief ought to be given to the underlessee under the Act of 1892. But section 4 of the Act of 1892 contains no limitation of this kind, and there does not appear to be any reason why the court, in exercising its discretion as to whether the underlessee is to have relief or not, should thus restrict it. If the underlessee is a substantial person it is immaterial whether the lessor's right of entry has arisen by reason of the bankruptcy of the lessee or from any other cause. The sole question is whether the court can impose such terms as will do justice to the lessor, and it seems to be sufficient that the underlessee should, by entering into the covenants of the lease, give the lessor the personal security which he loses by the bankruptcy of the lessee. Upon these terms accordingly CHARLES, J., granted NICHOLSON relief, and he declined to impose the further term, suggested by the lessors, that the rent of £720 should be raised to £850, which was alleged to be the present value of the premises.

IN THE CASE of *Brinsden* v. *Williams and Bartlett* (*ante*, p. 603) NORTH, J., has decided that a solicitor who acts for a trustee in an unauthorized investment of trust money, but who is not employed to advise upon the propriety of the investment, cannot be made liable as a constructive trustee; and it makes no difference that in the course of the investment some of the trust money passes through his hands. The decision is in accordance with the principles laid down by Lord SELBORNE, C., in *Barnes* v. *Addy* (22 W. R. 505, L. R. 9 Ch. 244). Strangers, it was said in that case, are not to be made constructive trustees merely because they act as the agents of trustees in transactions within the legal powers of trustees (although, perhaps, a court of equity may disapprove of such transactions), unless they receive and become chargeable with some part of the trust property, or knowingly assist in some dishonest and fraudulent design. Probably this principle goes further than was required for the purpose of the decision in *Brinsden* v. *Williams*. In that case there was no evidence that the solicitor, whom it was sought to make liable, and who had acted both for the trustee and the mortgagor in an improper investment of money on mortgage, had been employed to advise on the investment. But even if he had advised, and had in good faith advised wrongly, it is difficult to see how this would have made him a participator in the breach of trust. He would doubtless be liable to the trustee for negligence, and this liability the beneficiaries could probably enforce provided they sued within six years. But mere negligence on the part of a solicitor, though it may lead the trustee into a breach of trust, does not appear to involve the solicitor as a constructive trustee. To impose this liability upon him it is necessary to go further, and shew, in the language of Lord SELBORNE, that he knowingly assists in some dishonest or fraudulent design, or, as it may also be put, that he makes himself an active party to the breach of trust. To place the liability of the solicitor on the ground of his mere employment by the trustee, whether he advises him on the particular investment or not, would make it impossible for a solicitor to act with safety in trust matters at all.

IT IS INVARIABLY provided in debentures that the principal money shall immediately become payable (*inter alia*) if an order is made, or an effective resolution passed, for the winding up of the company. It has been said that this is no more than is implied by law (Palmer's Company Precedents, 5th ed., p. 495), and reliance is placed on a *dictum* of HALL, V.C., in *Hodson* v. *Tea Co.* (14 Ch. D., p. 862): "It appears to me that, when a company comes to be wound up, the arrangement for the continuance of the loan for a certain time necessarily comes to an end; the money becomes immediately payable, and the security immediately enforceable." If this is so, the debenture-holders can either prove for the full amount as a present debt, or can realize their security. That they can realize their security appears also to follow from *Re Panama Co.* (L. R. 5 Ch. 318); but in the recent case of *Wallace* v. *Universal Automatic Machines Co.* (42 W. R. 428), KEKEWICH, J., seems to have understood that the security could only be realized in the sense that the rights of the debenture-holders at once attached, so that they could take proceedings for the protection of the property, but not for obtaining out of it immediate payment of the debt. The Court of Appeal, however, have reverted to the more natural meaning of a realization of the security. The debenture-holders may, on the winding up, proceed to pay themselves out of the property upon which the debentures attach. And, since, moreover, *Hodson* v. *Tea Co.* is expressly stated to be correct, it appears that the money is for all purposes immediately payable. The debenture-holders, therefore, can, if necessary, prove in the liquidation for the full amount, and not merely for the amount subject to discount, as in the case of future debts.

On Thursday evening in the House of Commons Mr. D. Thomas asked the Chancellor of the Exchequer if it was the fact, as stated in the public press, that it was not intended to fill up the vacant Lordship of Appeal at present; and, if so, why the appointment was delayed. The Chancellor of the Exchequer said that if the public press had made such a statement they were mistaken. He believed that the appointment was shortly to be filled up.

A DEFINITION AT LAST.

In our last issue we performed the obsequies of *Re Holloway* with all the reverence which the occasion demanded. A circumstance has occurred, however, which will, we fear, necessitate the exhumation of that departed case for the purpose of some further examination. A definition of the term "originating summons" has turned up, if we may be allowed the expression. It appears to have been accidentally omitted from the draft Rules of Court as published in the *London Gazette* of the 3rd of July instant, and, as our readers will remember, we ventured, in dealing with the subject in our last issue, to animadvert on the strange omission. According to the rules as then published the Rule Committee had repealed the existing definition of an originating summons, and had omitted to put any other definition in its place. It appears, however, that the omission was more apparent than real, for in the Queen's printers' copy of the new rules just issued a definition is provided. We may remark in passing that, according to the *London Gazette's* edition of the rules, they numbered only twenty-nine, and in the Queen's printers' copy there are thirty rules, and that the repealing rule, No. 28 in the former, has now become No. 29 in the latter—the new No. 28 containing the lost definition, which is in the following words:—

"Order LXXI., Rule 1A.

"Originating summons means every summons other than a summons in a pending cause or matter."

This, then, is the new definition of an originating summons, and considering that it replaces the definition contained in the Rules of 1883 under which *Re Holloway* was decided, it is important to examine the judgments delivered in that case once more in order to ascertain whether their terms will be able to fasten themselves upon the new definition. On the whole we think the Rule Committee have hit upon a form of words which gives the most effectual contradiction to *Re Holloway*, and that it will hardly be possible for the most ingenious counsel to fasten that case upon the new definition. The learned judges in *Re Holloway* proved to their own satisfaction that past history, established practice, and common sense all combined to shew that no summons was an originating summons which was not simply a substitute for a writ. "The argument for the appellant," said Lindley, L.J., "is based on the theory that every summons which 'originates' any proceedings is an 'originating summons.' That, however, is not so" (1894, 2 Q. B., at p. 167). This discarded theory has nevertheless been now taken by the Rule Committee as the sole foundation upon which they have based their new definition. By virtue of the express terms of the definition, every summons which "originates" any proceedings is an "originating summons," because it is obvious that every summons "other than a summons in a pending cause or matter" must of necessity be a summons which originates a proceeding. The *dictum* we have quoted, therefore, is directly overruled. And Lord Justice Kay's judgment also, with its three classes of summonses, is thrown overboard to perish in the waves of oblivion: class 1, the summons in a pending action which is *not* an originating summons; class 2, the summons which commences an action in lieu of a writ, which *is* an originating summons; class 3, the summons which, without being in substitution for a writ, originates proceedings, which is *not* an originating summons. The new definition wipes out class 3—that new and original summons which originates but is not originating. Every summons which originates is now an originating summons, notwithstanding past history, established practice, and common sense as contained in *Re Holloway*. We may therefore once more consign *Re Holloway* to its early grave, in the confident hope that it will never rise again.

Let us now consider in the light of the new definition an important point in connection with originating summonses. What bearing will *Re Fawsitt* (34 W. R. 26, 30 Ch. D. 231) have upon the new definition? Every summons other than a summons in a pending cause or matter being now an originating summons, how will the time for appeal from an order made thereon be regulated? How many, and which, of all these originating summonses will be "actions" within the meaning of the word in section 100 of the Judicature Act 1873? How many, and which, of them will, on the other hand, come within the term "any matter not being an action" in ord. 58, r. 15? The point will doubtless come up for argument, and no amount of discussion in a general way is likely to prevent the question being raised in a particular case on the preliminary objection that some appeal from an order made on an originating summons is out of time. It may be useful, however, to consider how far the judgment of the Court of Appeal in *Re Fawsitt* will apply to appeals from orders made on originating summonses as newly defined.

Ord. 58, r. 15, as amended by rule 27 of the Rules of November, 1893, provides that no appeal to the Court of Appeal from any interlocutory order, or from any order, whether final or interlocutory, in any matter not being an action shall, except by special leave, be brought after the expiration of fourteen days, and no other appeal shall, except by leave, be brought after the expiration of three months. In the case of every final order in an action, therefore, the time for appealing is three months; and in the case of every order in a matter which is not an action the time is fourteen days. *Re Fawsitt* is a case which has been often misunderstood. It is sometimes cited as an authority for the contention that an originating summons is an action. As a matter of fact, it gives no authority to any such broad assertion as that. Originating summonses are of two separate and distinct kinds. There are originating summonses under statutes, and there are originating summonses under the Rules of the Supreme Court. The new definition does not in any way remove the distinction between these two kinds of originating summonses. *Re Fawsitt* had nothing whatever to do with originating summonses under statutes. The summons in that case was an originating summons under a rule of court—viz., under ord. 55, r. 3; and it was contended that such a summons was not an "action" within section 100 of the Judicature Act, 1873, and that, therefore, the order made was one "in a matter not being an action," and the time for appealing was the shorter of the two time fixtures in ord. 58, r. 15. The judgment may be summarized as follows:—The section referred to says that "'action' shall mean a civil proceeding commenced by writ *or in such other manner as may be prescribed by rules of court*." Ord. 55, r. 3, provides that certain civil proceedings shall be commenced by originating summons instead of by writ. An originating summons, *so prescribed by rules of court*, is an action, and an order made thereon is a final order in an action, and the time for appealing is governed by the longer of the two time fixtures in ord. 58, r. 15. There is no authority, so far as we are aware, which gives any colour to the contention that an originating summons under statute is an action, at least not in its own right, so to speak. There may be some originating summonses under statute which are also prescribed by Rules of Court and by virtue of such prescription may fall within the ruling in *Re Fawsitt*, but it may be well to bear in mind in this connection that a rule merely regulating procedure on a summons prescribed by statute does not necessarily prescribe that summons. However, as we have said, the point will in all probability be argued and decided in court. Our only object in discussing it here is by way of suggesting to our readers that it is not safe to assume that *Re Fawsitt* will have any wider application under the new definition than it has had under that which is repealed.

EQUITABLE INTERESTS AND THE STATUTE OF LIMITATIONS.

The decision of the Court of Appeal in *Warren* v. *Murray* settles an interesting point as to the effect of possession under an agreement for a lease, and also as to possession under equitable interests generally where these are not secured by an express trust. *Primâ facie* the person entering under the agreement becomes tenant at will to the other party to the agreement—for convenience we may say to the owner of the land; and under section 7 of the Real Property Limitation Act, 1833, the statute runs at the expiration of the first year of the tenancy, so that, in the absence of payment of rent, the owner is barred in twelve years from that date. It is true that the proviso to sec-

tion 7 says that a *cestui que trust* shall not be deemed to be tenant at will to his trustee for the purpose of the section, but it is probable that this refers only to cases of express trusts, and not to the equitable relation arising under an agreement for a lease. At the same time, during the existence of the agreement the owner could not simply terminate the tenancy at will and re-enter. A re-entry on this ground would be restrained in equity, though doubtless the owner would be able in suitable proceedings to recover possession on the ground of non-payment of rent. And the owner being thus restricted as to the exercise of his right of re-entry during the continuance of the agreement, it is obviously unfair that at the close of the agreement, when the restriction is removed, he should be told that the statute has been all the time running against him, and that his right of entry is barred and his title extinguished. Under such circumstances, accordingly, the Court of Appeal have held that this result does not follow. Similar considerations apply where land is held by a person entitled as tenant for life under a constructive trust. He does not by gaining a title against the trustee exclude the remainderman.

This satisfactory solution of the difficulty is facilitated by the fact that law and equity are now concurrently administered. Formerly, had the owner or remainderman sued to recover in ejectment on the termination of the agreement or of the limited interest, the proper course would have been for him at the same time to file a bill in equity to restrain the person in possession from setting up the legal estate which he had obtained under the statute. This appears to be in strictness correct, though *Scott* v. *Scott* (4 H. L. Cas. 1065) and *Drummond* v. *Sant* (L. R. 6 Q. B. 763) shew that the technically correct view was not allowed to prevail. *Scott* v. *Scott* is a case of some difficulty, but the difficulty is solely due to the circumstance that the interference of equity was invoked at the wrong time. The facts of the case are shortly as follows:—In 1807 JOHN SCOTT the elder settled an equity of redemption on himself for life, remainder to his son BINDON SCOTT for life, remainder to the first and other sons of BINDON SCOTT in tail male. Subsequently in the same year another settlement was made, whereby JOHN and BINDON SCOTT joined to settle the lands on JOHN SCOTT for life, remainder to WILLIAM SCOTT, a younger son of JOHN SCOTT, for life, remainder to the first and other sons of WILLIAM in tail male. JOHN SCOTT continued in possession till his death in 1808. Thereupon WILLIAM SCOTT entered and held till the death of BINDON SCOTT in 1837. In 1811 BINDON SCOTT paid off the mortgage, and took a conveyance of the legal estate under circumstances which made him constructively a trustee for the persons equitably entitled. He left JOHN BINDON SCOTT his eldest son and heir-at-law, and also tenant in tail under the first settlement. WILLIAM SCOTT remained in possession till 1843, when he died, and his eldest son, JOHN SCOTT, entered. Thereupon JOHN BINDON SCOTT brought ejectment as heir-at-law to his father, setting up the legal estate got in by his father in 1811. Upon the trial of the ejectment it was held that he was barred.

Had the first settlement been ousted by the second, there would have been no reason to quarrel with the result; but, in fact, and so it was ultimately held, the first settlement had priority, and therefore the only effect of the second settlement was to confer on WILLIAM SCOTT an estate for the life of BINDON SCOTT. At the death of the latter JOHN BINDON SCOTT was equitably entitled as tenant in tail under the first settlement. The reasons for the judgment on ejectment are not given, but the result is quite intelligible. BINDON SCOTT was constructively a trustee for WILLIAM SCOTT for his own (BINDON'S) life, remainder to JOHN BINDON SCOTT in tail. Hence WILLIAM SCOTT was at law tenant at will to BINDON SCOTT, and the statute ran in his favour, extinguishing BINDON SCOTT'S legal title in thirteen years. The correctness of this was doubted by Lord ST. LEONARDS (4 H. L. Cas., p. 1085), but no attempt was, in fact, made to upset the judgment in ejectment, and JOHN BINDON SCOTT sought instead to override it by proceedings in equity. In the course of these MAZIERE BRADY, L.C. (11 Ir. Eq. R., p. 509), pointed out that, as suggested above, the proper course would have been to make the bill in equity ancillary to the action of ejectment. "I think," he said, "if this bill had been filed to aid the ejectment the defendant would have been restrained from relying on that bar"—that is, on the bar of the statute. But since this, the strictly correct course, had not been taken, he was prepared to deal with the possession according to the equitable interests, as though no change had taken place in the legal estate." Further proceedings at law took place to determine the relative validity of the two settlements, and, the result being in favour of the earlier one, he decreed possession to JOHN BINDON SCOTT.

From this decree there was an appeal to the House of Lords. It was objected that the court of equity had no jurisdiction to make a decree for possession against a person holding the land who had acquired a legal title under the statute. The decree was based on the recognition of equitable interests from which the legal title thus gained was free. This was, undoubtedly, a formidable objection, and in order to meet it and secure substantial justice the House of Lords seem to have held, in opposition to the commonly received doctrine (*cf.* Lewin on Trusts, 9th ed., p. 988) that an estate gained by disseisin of a trustee is, nevertheless, subject to the equities affecting the trustee's estate. Lord CRANWORTH, C., held that a disseisor who has notice of the trusts is bound by them just as if he took a conveyance from the trustee with notice. So Lord ST. LEONARDS held that the legal estate became a trust for all the persons equitably entitled. But Lord CRANWORTH'S opinion probably went too far. When there is a disseisin of a trustee it is his duty to enter, and for neglect of this duty it may be that the *cestui que trusts* have to suffer. But under the circumstances of *Scott* v. *Scott* the operation of the statute was purely automatic. No one disseised the trustee, though, by virtue of the specific provision of section 7, time ran against him and his estate was extinguished. It may be possible to hold that an estate thus gained is still subject to the equities affecting the trustee, although an estate gained by active disseisin is not.

It has seemed worth while to state the case of *Scott* v. *Scott* at some length, because the judgments are not easy to follow, and the whole difficulty which arose in it was due to the separate administration of law and equity. At the present time, in an action of ejectment such as that brought by JOHN BINDON SCOTT, there would be no necessity for independent proceedings in equity. It would be sufficient to allege that since the trustee could at no time have entered on the constructive *cestui que trust* a court of equity would restrain the latter from setting up the statute.

A similar difficulty arose in *Drummond* v. *Sant* (L. R. 6 Q. B. 763), and the court met it by putting what seems to be an erroneous construction on the proviso to section 7 of the Real Property Limitation Act, 1833. Land abutting on the Thames was held upon building leases for ninety-nine years. Houses had been built upon it. The lessees were empowered by Act of Parliament to reclaim part of the bed of the river, and the land in front of each house was to vest in the owner of the house according to his respective estate and interest. The land was reclaimed, and one of the lessees, on the expiration of his lease, claimed that he had gained a title under the statute. Under the Act of Parliament, it seems, he was entitled to a lease of the reclaimed land opposite his house, and, no lease having been granted, he was at law tenant at will, and in equity a constructive *cestui que trust*. It was held, however, that to such a trust the proviso of section 7 applied, and that the statute had not run. The correctness of this may be doubted. It seems better to restrict the proviso to express trusts (*Doe* v. *Rock*, Car. & M. 549), and, indeed, in some cases of constructive trusts the section is useful in vesting the legal estate in the *cestui que trust*—as where a mortgagor pays off his mortgage and takes no conveyance (*Sands to Thompson*, 22 Ch. D. 614).

The proper solution of the case, it is submitted, was the same as that suggested by MAZIERE BRADY, L.C., for *Scott* v. *Scott*. During the continuance of the building lease the lessor would have been restrained in equity from entering on his tenant at will, and hence conversely a bill in equity might have been filed to restrain the tenant from setting up the statute in ejectment brought by the lessor on the termination of the lease.

In the recent case of *Warren* v. *Murray* the circumstances were in effect similar to those in *Drummond* v. *Sant*, but there is at the present time the distinction that the equitable rights of the

parties can be recognized and enforced in the action at law. Hence there is no difficulty in arriving at a result which is at once technically correct and also in accordance with the justice of the case. In 1790 the owners of land agreed to grant a building lease for ninety-nine years. Possession was taken under the agreement, but no lease was ever granted. Whether rent was ever paid, and, if so, for how long, does not appear; but, at any rate, there had been no payment for more than twelve years before the expiration of the ninety-nine years. Upon ejectment then brought by the landlord the tenant set up the statute, and at law it may be that he would have succeeded. Certainly he would if the Act of 1833 had been strictly construed in *Scott* v. *Scott* and *Drummond* v. *Sant*. But in equity it is clear that such setting up of the statute would have been restrained, since the landlord never had a right of entry which equity would have allowed him to exercise; and this restraint was decisive of the action. On the strict construction of the statute there is, as the cases above referred to shew, considerable difficulty when a person is in possession as constructive *cestui que trust* under a limited interest, whether as tenant for life or as tenant for a term of years. His trustee will never enter upon him, nor would he be allowed to do so. But, since he is at law only tenant at will, the statute runs in his favour. It was certainly never contemplated, however, that under such circumstances he should gain a title against the remainderman or lessor, and in future it can never be suggested that he does. He is in equity entitled to possession, and this is sufficient to prevent his setting up the statute after his equitable title has expired.

LEGISLATION IN PROGRESS.

LAW OF LARCENY.—The Larceny Act Amendment Bill, introduced by the Lord Chancellor, is intended to remove the anomaly that the receiving of stolen property is no crime when the property has been stolen outside this country. Under the Larceny Act, 1861 (24 & 25 Vict. c. 96), s. 91, to secure a conviction for receiving stolen goods, it is necessary that the person charged should have received them knowing them to have been feloniously stolen, and, felony being peculiar to the United Kingdom, goods are not feloniously stolen if they are stolen abroad. Hence the Bill provides that if any person receives any property, knowing it to have been stolen, taken, extorted, obtained, embezzled, converted, or disposed of outside the United Kingdom under such circumstances that, if the act had been committed within the United Kingdom, the person committing it would have been guilty of an extradition crime, the person so receiving the property shall be guilty of a misdemeanour, and on conviction shall be liable to penal servitude for not less than three years, or to imprisonment not exceeding two years with or without hard labour. The Bill has been read a second time, and has passed through Committee in the House of Lords.

REVIEWS.

TRADE-MARKS.

THE LAW OF TRADE-MARKS, TRADE NAME, AND MERCHANDISE MARKS. By D. M. KERLY, M.A., LL.B., Barrister-at-Law. Sweet & Maxwell (Limited).

This is yet another book on a subject which has already been discussed in a good many treatises. It is fair, however, to the author to say that the special merit claimed by him consists in the method of arrangement of the matter. The leading feature of the arrangement appears to be the extreme attenuation of the notes to the sections of the Acts of Parliament and the statement in the body of the work of the matter which other writers have placed in notes. Opinions may differ as to the advisability of this, but we have some doubt whether it is an improvement. Time will show. In the meantime it is to be said that the decisions appear to have been well brought together and that we have not detected any omission of importance. We question, however, the expediency of giving so prominent a place to the reports of the departmental and select committees. Those reports are not, as reports, law, and it is always dangerous to assume that, even where they have been made into law, the interpretation intended by the committee will be that adopted by the courts Again, the statement that the right of property in trade-marks does not depend on registration is one which requires a good deal of explanation. For the purposes of the Merchandise Marks Act, 1887, this may be treated as correct, having regard to section 3, sub-section 2, and even with respect to civil rights there is a good deal to be said for it; but on the other hand it has to be remembered that section 77 of the Act of 1883 prohibits civil actions on unregistered marks, and this section can hardly be got over unless circumstances of fraud exist, independent of imitation of the mark. Names stand on a somewhat different footing. The attention paid to the criminal law is a special feature of the book.

THE LOCAL GOVERNMENT ACT, 1894.

PARISH AND DISTRICT COUNCILS. A TREATISE ON THE LOCAL GOVERNMENT ACT, 1894. By HORACE E. MILLER, LL.B., Barrister-at-Law. Waterlow & Sons (Limited); Stevens & Haynes.

The rapid growth and development of local government during the last few years have certainly been very remarkable, and the absorption by the newly-created councils of many of the duties hitherto discharged by justices and other authorities has necessarily altered, to a very considerable extent, municipal and county legal procedure. In 1888 the first instalment of the modern system of local government was conceded by the Local Government Act of that year, under the authority of which county councils were formed. To the Local Government Act, 1894, we owe the second and final instalment, which consists of parish and district councils. Though the fundamental principles of the latter Act are similar to those of the Local Government Act, 1888, there are, necessarily, certain marked differences between the two statutes which require to be grasped by all who wish to administer with accuracy and efficiency their provisions or to serve as members of the various councils which they have created. As a practical guide to the Local Government Act, 1894, we can confidently recommend Mr. Miller's treatise. It has been written upon the familiar plan of dealing with matters of a general character in an introduction and of expounding the text of the Act itself by means of explanatory and critical notes appended to its various sections, which are set out verbatim, in the order designated by the Legislature. At the end of his introduction the author has printed an important circular from the Local Government Board, addressed to the clerks of the various provincial county councils, which certainly well merits perusal. Therein will be found a clear statement of the powers and duties that will devolve on the various county councils for the purpose of bringing the Local Government Act, 1894, into operation within any county. Though the author aims at being, above all things, practical, and has, therefore, rigidly excluded from the pages of his work all irrelevant statements, his notes to the various sections of the Act nevertheless display a considerable amount of research, and notably those appended to sections 6, 31, 33, 46, and 48. In the appendix will be found collected various orders and circulars issued by the Local Government Board since the passing of the Local Government Act, 1894. A really good index, containing a number of different titles, under each of which the reader is referred to the various sections of the Act applicable to the matters grouped thereunder, completes a work upon which much labour has evidently been expended.

THE LAW OF DISTRICT AND PARISH COUNCILS, BEING THE LOCAL GOVERNMENT ACT, 1894, INCLUDING THE AGRICULTURAL GANGS ACT, 1867; THE AGRICULTURAL HOLDINGS ACT, 1883; THE ALLOTMENTS ACTS, 1887 AND 1890; THE BATHS AND WASHHOUSES ACTS, 1846 TO 1882; THE BURIAL ACTS, 1852 TO 1885; THE FAIRS ACTS, 1871 AND 1873; THE INFANT LIFE PROTECTION ACT, 1872; THE KNACKERS ACTS; THE LIGHTING AND WATCHING ACT, 1833; THE PETROLEUM ACTS; THE PUBLIC IMPROVEMENTS ACT, 1860; THE PUBLIC LIBRARIES ACTS, 1892 AND 1893; AND NUMEROUS EXTRACTS FROM OTHER STATUTES. ALSO THE CIRCULARS OF THE LOCAL GOVERNMENT BOARD, AN EXPLANATORY INTRODUCTION, NUMEROUS NOTES, AND A FULL INDEX. By JOHN LITHIBY, LL.B., Barrister-at-Law. Effingham Wilson.

This is a very full and elaborate treatise on the Local Government Act, 1894. While readily admitting that it is, in many respects, a meritorious and practical work, we think that the lengthy appendix of 235 pages might, with advantage, have been curtailed by the elimination of some of the enactments therein set out, which, whatever their utility may be for purposes of reference, add enormously to the bulk of the book. At the same time, we are glad to notice that the appendix does contain the orders and circulars of the Local Government Board issued up to the 20th of May, 1894, as these are not always easily obtainable. In an introduction of sixty-four pages, and comprising seven chapters, the author has ably expounded the scope and effect of the Act. Such subjects as county councils, district councils, parish meetings, parish councils, the application of the Act to London and boards of guardians—these receive adequate treatment. The introduction is followed by the Act itself, which is printed *in extenso*, with such notes and cross references at the end of each section as are necessary to explain the text. Many

cases are cited throughout the volume, and we are glad to notice that the table of cases gives references to the various reports where the cases referred to are to be found. A serviceable index of seventy-five pages is given at the end of the volume. It is, we think, to be regretted that the various titles of which it consists are not all printed in the same type.

BOOKS RECEIVED.

The Sale of Food and Drugs. The Acts of 1875 and 1879. With Notes of the Reported Cases decided since the Acts became Law. By T. C. H. HEDDERWICK, M.A., Barrister-at-Law. Eyre & Spottiswoode.

CORRESPONDENCE.

NOMINATION OF MEMBERS OF THE COUNCIL OF THE INCORPORATED LAW SOCIETY.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Enclosed I have the pleasure to send you a copy of Sir Thomas Paine's reply to the letter I sent you on the 3rd inst.

F. INCE.

St. Benèt Chambers, Fenchurch-street, London, E.C.,
July 6th.

The following is the copy letter:—

14, St. Helen's-place,
London,
5th July, 1894.

Dear Mr. Ince,—I was not in the City yesterday or would have acknowledged your letter of the 3rd more promptly. I propose sending your letter to the council, because what has been done by myself and Mr. Hollams and the other members of the council who have signed the nominations you refer to has been done with the knowledge of the council, and after a full discussion of the question mentioned in your letter, the council having deliberately come to the conclusion that it was inexpedient any longer to follow the practice to which you refer, and which, no doubt, has been for several years substantially what you say, although I am not quite sure that you are accurate in all the details of your history. This much, however, I may say, at all events for myself, and I think for other members of the council, that no feeling against Mr. Blyth had any weight in what was done; indeed, personally, I was not aware that Mr. Blyth was likely to be a candidate.

Believe me,
Yours truly,
THOS. PAINE.

Francis Ince, Esq.,
St. Benèt Chambers,
Fenchurch-street, E.C.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I am directed to forward to you a copy of a letter which I have, in pursuance of the instructions of the council, addressed to Mr. Francis Ince with regard to a letter from him to Sir Thomas Paine which appeared in your issue of the 7th inst.

E. W. WILLIAMSON, Secretary.

Incorporated Law Society, U.K., Chancery-lane,
London, W.C., 9th July.

The following is the copy letter referred to:—

The Incorporated Law Society.
6th July, 1894.

Dear Sir,—The attention of the council has been called to a letter addressed by you to Sir Thomas Paine with reference to the candidature for membership of the council, and I am desired to inform you in reply that this council consider it open to members of the council to nominate candidates.

I am also desired to inform you that at the meeting of the council on the 1st of June last it was resolved that in future the members of the council should be at liberty to sign the nomination papers of the president and vice-president and of the candidates to fill vacancies on the council.

I am to add that the council do not accept the accuracy of your statement of the effect of the proceedings at the annual meeting in 1874.

I am, dear Sir,
Yours faithfully,
Francis Ince, Esq. E. W. WILLIAMSON, Secretary.

The *St. James's Gazette* says that Mr. Henry F. Galpin, solicitor, has been elected coroner for the city of Oxford in place of Mr. E. L. Hussey, resigned.

NEW ORDERS, &c.

RULES OF THE SUPREME COURT.

[A new rule has been added to Order LXXI., Rule 1A, since we printed the draft last week, and it now stands as follows:—]

ORDER LXXI., RULE 1A.

Definition. 28. Originating summons means every summons other than a summons in a pending cause or matter.

Repeal. 29. The following Rules of the Supreme Court, 1883, are hereby annulled:—

Order XIII., Rule 14.
Order XXII., Rule 1, as to the proviso.
Order XLVI., Rules 1, 2, 3, and 8.
Order LIV., Rule 4, B, C, D, and E, and Rules 23 and 24.
Order LVII., Rule 11.
Order LXII., Rules 2 and 3.
Order LXXI., so far as it provides that an originating summons means a summons by which proceedings are commenced without writ.

Citation. 30. These Rules may be cited as the Rules of the Supreme Court, July, 1894, and each Rule may be cited separately by the heading thereof with reference to the Rules of the Supreme Court, 1883. They shall come into operation on the 24th of October, 1894.

CASES OF THE WEEK.

Court of Appeal.

ROYAL BANK OF SCOTLAND v. TOTTENHAM—No. 1, 4th July.

BILL OF EXCHANGE—CHEQUE—POST-DATED CHEQUE—CHEQUE NEGOTIATED BEFORE ITS DATE—VALIDITY—BANKER GIVING CREDIT TO CUSTOMER UPON CHEQUE—BANKER HOLDER FOR VALUE—BILLS OF EXCHANGE ACT, 1882 (45 & 46 VICT. c. 61), ss. 13, 73—STAMP ACT, 1891 (54 & 55 VICT. c. 39), s. 38.

Appeal from the judgment of Wills, J., in favour of the plaintiffs at the trial of the action without a jury. The action was to recover £250 upon a cheque drawn by the defendant to the order of Cecil Hambrough. The cheque was drawn on the 3rd of August, 1893, but was dated the 10th of August. It was indorsed on the 7th of August by Hambrough, who handed it to Mrs. Monson, and she paid it into her account at the plaintiffs' bank on the 8th of August, and the amount of the cheque was placed to her credit on that day, and she was allowed to draw against it. On the 10th of August the defendant stopped payment of the cheque upon the ground that it was given to Mrs. Monson for the specific purpose of using it for paying the deposit upon the purchase of an estate, and that it had been obtained from him by the fraud of Mrs. Monson; and it was contended on his behalf, first, that the plaintiffs were not holders of the cheque for value, and, therefore, could not sue upon it; secondly, that they were not "holders in due course," because they took a post-dated cheque, which was the same as if they had taken an overdue cheque, and, therefore, they had no better title than Mrs. Monson; and, thirdly, that, the cheque being post-dated, and negotiated and taken by the plaintiffs before its date, it was not a cheque payable on demand, and, therefore, required an *ad valorem* stamp, and having only a penny stamp could not be sued upon by reason of section 38 of the Stamp Act, 1891. Wills, J., while holding that there had been no fraud on the part of Mrs. Monson, overruled the above contentions, and gave judgment for the plaintiffs. The defendant appealed.

THE COURT (Lord ESHER, M.R., KAY and A. L. SMITH, L.JJ.) dismissed the appeal.

Lord ESHER, M.R., after saying that they could not differ from the learned judge upon the question of fraud, said that, as regards the contention that the plaintiffs gave no consideration for the cheque, he was prepared to hold that when a person paid a cheque into his account at a bank, and the bank agreed to give, and did give, that person credit for it in his account, that of itself was giving value for it. The moment the bank gave credit for it to the customer, the bank became holders of the cheque for value. That was the decision of this court in *Ex parte Richdale, Re Palmer* (30 W. R. 262, 19 Ch. D. 409). As regards the objections founded upon the post-dating of the cheque, *Gatty* v. *Fry* (25 W. R. 305, 2 Ex. D. 265) had decided that a post-dated cheque was valid. Section 13 of the Bills of Exchange Act, 1882, said that a cheque was not invalid by reason only of its being post-dated. Any question under the Stamp Act could only be brought into play at the trial, and the judge had then to take the instrument and see whether on its face it was payable on demand. Upon its face this cheque was payable on demand. In truth any objection now as to post-dating a cheque was obsolete. All the objections failed and the appeal must be dismissed.

KAY, L.J., concurred. When the cheque was placed to Mrs. Monson's credit, and she was allowed to draw against it, it became the property of the bank, and the bank became the holders of it for value. That point

was decided in *Ex parte Richdale*. Then, as regards the contention that the cheque was post-dated, and not being sufficiently stamped could not be sued upon, section 13 of the Bills of Exchange Act, 1882, said that a cheque was not invalid by reason only of its being post-dated. The objection was that it was negotiated before its date. But if it was a valid cheque the negotiation was right and proper, and there was power to deal with it as a valid cheque. It was said that the Stamp Act invalidated it. But in *Gatty* v. *Fry* it was held that that was not the meaning of the Stamp Act, and that case was followed in other cases. The true rule was that the judge should look at the instrument and see whether, upon the face of the instrument, it bore a sufficient stamp. If the cheque had been sued upon before its date, the action might not have been maintainable. But here the action was commenced after the date of the cheque.

A. L. SMITH, L.J., concurred.—COUNSEL, *R. M. Bray* and *J. F. P. Rawlinson*; *Channell*, Q.C., *Montague Lush*, and *W. T. Raymond*. SOLICITORS, *Minet, Harvie, Smith, & May*; *P. J. Gordon & Son*.

[Reported by W. F. BARRY, Barrister-at-Law.]

Re **McHENRY, McDERMOT** *v.* **BOYD**, *Ex parte* **BARKER**—No. 2, 9th July.

STATUTE OF LIMITATIONS—CREDITOR HOLDING BONDS AS SECURITY FOR LOAN—AGREEMENT TO PAY DEFICIENCY ON REALIZATION OF SECURITY—SALE OF BONDS—21 JAC. 1, c. 16.

Appeal from a decision of North, J. (reported *ante*, p. 478, 42 W. R. 491). In this action, which was brought for the administration of the estate of the late James McHenry, who died in May, 1891, Barker claimed to prove against the estate for the balance remaining due to him after the realization of certain Western Extension 8 per Cent. Bonds of the nominal value of £13,500 which he held as a security for the sum of £13,365 lent by him to the deceased in August, 1882. The money was lent for three months, and on the occasion of the loan the deceased addressed to Barker the following document, which was dated the 25th of August, 1882: "In consideration of your advancing to me the sum of £13,365 at the rate of 6½ per cent. per annum repayable with interest on the 30th of November, 1882, I hand you herewith the under-mentioned securities of the nominal value of £13,500, to be held by you as collateral security for the due repayment of the said loan and the interest thereon. In the event of the loan remaining unpaid after it becomes due, I hereby authorize you to realize the securities as you may deem fit for the purpose of repaying yourself the amount due to you, and I undertake to pay you any difference between the net proceeds of the securities and the amount due to you, as well on account of the sum advanced as for interest thereon, and all charges and expenses of realization." The loan was further renewed for three months, and in February, 1884, £100 was paid on account. No other payment was made in respect of the loan, and Barker in November, 1889, sold the bonds, but the proceeds of the sale were not sufficient for the repayment of the whole amount lent. The claim for the unpaid balance was resisted by the executors of McHenry's will, on the ground that it was barred by the Statute of Limitations (21 Jac. 1, c. 16), inasmuch as more than six years had elapsed since the expiration of the three months for which the loan was renewed. North, J., overruled the objection on the ground that the undertaking by the testator in the latter part of the document of the 25th of August, 1882, to pay the difference between the amount obtained on realization of the securities and the amount due before the sale created a new and independent obligation, which did not arise until the sale had actually taken place in 1889, and that such obligation was distinct from the obligation to pay the original debt, and consequently that the claim was not barred by the statute of James I. The executors appealed.

THE COURT (Lord HERSCHELL, C., and LINDLEY and DAVEY, L.JJ.) allowed the appeal.

Lord HERSCHELL, C., said the sole question was whether the claim was barred by the Statute of Limitations. Notwithstanding the payment of the £100 the original debt was completely statute-barred at the death of the testator. But it was said that the claim was not barred by reason of the second clause in the document written in August, 1882. It was said that until the sale of the bonds the difference between the net proceeds of sale and the amount due could not be ascertained, and that consequently the statutory period ran only from the date of the sale, and that view was adopted by the learned judge. With all deference, said the Lord Chancellor, to that opinion, he was unable to agree with it. The second clause of the document was intended to give, and no doubt did give, Barker a power to sell the bonds. If he exercised that power he would be bound to set the amount realized by the sale against the debt due to him, and only the net proceeds of the sale could be set against the debt, the costs of realization being a first charge on the proceeds. Independently of any express authority to that effect, and even if the second clause of the document had merely conferred a power of sale, the right of the creditor would have been exactly the same. It was impossible to say that a new, separate, and independent cause of action had arisen. The second clause of the document did not create a new debt; it merely prescribed what was to be done upon the realization of the securities. The words gave the creditor no right which would not equally have existed without them. The argument on his behalf must be carried to this length, that the operation of the statute could be indefinitely postponed by a mere statement of the legal rights which he would have had without any such statement. It was impossible to maintain such an argument. The decision of the learned judge must be reversed and the claim rejected.—COUNSEL, *Cozens-Hardy*, Q.C., and *Gregson*; *S. Hall*, Q.C., and *C. Herbert Brown*. SOLICITORS, *Hores & Pattinson*; *G. S. & H. Brandon*.

[Reported by W. SHALLCROSS GODDARD, Barrister-at-Law.]

KENNEDY *v.* **THOMAS**—No. 2, 4th July.

BILL OF EXCHANGE—ACTION COMMENCED ON THIRD DAY OF GRACE—BILLS OF EXCHANGE ACT, 1882, ss. 14, 47.

Appeal from a judgment of Cave, J. The action was brought by the holder of a bill of exchange against the acceptor. The bill, which was made payable three months after date and accepted payable at the London and South-Western Bank, Fleet-street, fell due on the 19th of January, 1894, the last of the three days of grace. The acceptance was a general acceptance within section 19 of the Bills of Exchange Act, 1882. At one o'clock on that day the bill was presented for payment at the bank, but payment was refused on the ground that the acceptor's account was closed. At four o'clock on the same day the writ in this action was issued. The defendant by his defence took the objection, *inter alia*, that the action had been commenced prematurely before the expiration of the third day of grace. Cave, J., overruled the objection and gave judgment for the plaintiff for £27 10s., the amount he had paid for the bill. The defendant appealed. The Bills of Exchange Act, 1882, s. 14, provides that "where a bill is not payable on demand the day on which it falls due is determined as follows: (1) Three days, called days of grace, are, in every case where the bill itself does not otherwise provide, added to the time of payment as fixed by the bill, and the bill is due and payable on the last day of grace," and section 47 provides that (1) "A bill is dishonoured by non-payment (*a*) when it is duly presented for payment and payment is refused or cannot be obtained, or (*b*) when presentment is excused and the bill is overdue and unpaid. (2) Subject to the provisions of this Act, when a bill is dishonoured by non-payment an immediate right of recourse against the drawer and indorsers accrues to the holder."

THE COURT (LINDLEY, LOPES, and DAVEY, L.JJ.) allowed the appeal.

LINDLEY, L.J.—But for Mr. Germaine's able argument I think there would be no doubt in this case. After the presentation and dishonour of the bill the plaintiffs had a right of recourse against the drawer and indorsers. But the question is whether a cause of action against the acceptor had arisen before the expiration of the last day of grace. I should have thought it plain that the acceptor had the whole of the day in which to pay. But we are asked to hold the contrary on account of the words of section 47 of the Act, and in deference to an opinion of Buller, J., in *Leftly* v. *Mills* (4 Term Rep. 170); and it does seem a little paradoxical that a bill should be dishonoured for one purpose and not for another. On non-payment on presentation at any time on the last day of grace the holder must give immediate notice of dishonour to the drawer and indorsers, but he cannot commence an action against them any more than against the acceptor till after the expiration of the last day of grace. If we were to hold that he could we should be cutting down the days of grace and acting contrary to the law as we understand it. In the case of *Leftly* v. *Mills* no doubt Buller, J., dissented from the opinion of Lord Kenyon, but the point he had before him was not that of the right of action, but of protest or notice of dishonour, and as to that he was clearly right. The point which is now raised is not a new one, but has been decided in *Wells* v. *Giles* (2 Gale, 209), although that case is not mentioned in Byles on Bills of Exchange, and it is a clear decision that an action cannot be commenced against the acceptor upon the third day of grace. That decision has been accepted in America, and is not opposed to the language of the Bills of Exchange Act, 1882. The argument for the plaintiff is not supported by any English authority and is contrary to ordinary mercantile understanding. Judgment must be entered for the defendant.

LOPES and DAVEY, L.JJ., concurred.—COUNSEL, *Calvert*; *Lister Drummond*; *R. A. Germains*. SOLICITOR, *Fred Sydney*; *Kennedy*.

[Reported by C. F. DUNCAN, Barrister-at-Law.]

HANFSTAENGLE *v.* **EMPIRE PALACE (LIM.) AND BAINES & CO.**—No. 2, 11th June.

COPYRIGHT—PAINTING—REPRESENTATION BY TABLEAUX VIVANTS—SKETCHES THEREFROM—FINE ARTS COPYRIGHT ACT, 1862, ss. 1, 2.

Appeal from an order of Stirling, J. The plaintiff in this action, who was proprietor of the copyright of certain pictures painted in Germany and published by means of photos on the 6th of April, moved for an interlocutory injunction to restrain the defendants, H. R. Baines & Co., the proprietors of the *Daily Graphic*, from publishing or selling any copies or imitations of the said pictures. The defendants had published in their newspaper rough sketches made by their artists, who had not seen the original pictures or copied any photograph of them, from certain tableaux vivants at the Empire Palace Theatre, which tableaux vivants, although representations of the plaintiff's pictures, had been held in *Hanfstaengle* v. *Empire Palace (Limited)* (42 W. R. 454) not to be infringements of the plaintiff's copyright. Stirling, J., granted an injunction, from which the defendants, H. R. Baines & Co., appealed, the appeal being treated by consent as an appeal from a judgment at the trial of the action.

THE COURT (LINDLEY, LOPES, and DAVEY, L.JJ.) allowed the appeal.

LINDLEY, L.J., in delivering judgment, said: The appellants contend (1) that as the plaintiff is not registered as the proprietor of the copyright in question, he cannot maintain the action; (2) that assuming him to be entitled to the copyright, the extent of that right must be determined by German law and not by English law; (3) that the defendants have not infringed the plaintiff's copyright even according to English law, and still less according to German law, which it is contended confers upon the plaintiff less extensive rights than the law of England. The first point—viz., the necessity for registration—has been reserved for further argument, for it is known to be difficult, and there are conflicting decisions upon it, and as it will not arise if we decide that there has been no infringement, we thought it better to decide the

question of infringement first. I shall assume, therefore, for the present that registration is unnecessary, and that the plaintiff is entitled to copyright in this country under the International Copyright Acts, 1844 to 1886. The first question which then arises is, What is the right conferred by those Acts on the plaintiff? and the second, Have the defendants infringed those rights? The right of the plaintiff depends upon those Acts, and the Order in Council of the 28th of November, 1887, made under their provisions and the Berne Convention of the 9th of September, 1886. The short effect of those Acts, Order in Council, and convention is that, subject to the limitations imposed by section 2 (3) of the International Copyright Act, 1886, the plaintiff is entitled to the rights conferred on British subjects by the Copyright Act, 1862, which rights are defined by sections 1 and 2. The short effect of those two sections, so far as paintings are concerned, is to give to the author of every original painting and his assigns the sole and exclusive right of copying and reproducing the same and the design thereof by any means and of any size for the period mentioned in the Act. But anything in which there is no copyright may be copied, although somebody else may have copied it before and may have a copyright in his own copy. See *per* Lord Blackburn in *Graves's case* (L. R. 4 Q. B. 722). The limitation of this right when claimed by foreigners is expressed in section 2 (3) of the International Copyright Act, 1886, which provides that the International Copyright Acts and an order made thereunder shall not confer on any persons any greater right or longer term of copyright in any work than that enjoyed in the foreign country in which such work was first produced. If, therefore, the German law of copyright confers less extensive rights upon the plaintiff than the rights conferred on British authors by the Act of 1862, the plaintiff's rights must be measured by the German and not by the English standard, but I do not feel sufficiently sure of the German law to base my decision on it, nor is it necessary for me to do so, as will appear presently. I will proceed now to consider whether the rights of the plaintiff have been infringed by the defendants. Treating the matter as turning on the English law of copyright, I am unable to hold these sketches infringements of the plaintiff's rights. The mere fact that the defendants did not know they were copying the plaintiff's pictures would be immaterial if the sketches ought on other grounds to be regarded as infringements of the plaintiff's rights: see *West* v. *Francis* (5 B. & A. 737). Moreover, the defendants did, in my opinion, know that the scenes they sketched represented pictures in which someone might have a copyright. I do not decide the case therefore on the absence of any intention to copy the plaintiff's pictures, although the fact that the defendants never intended to copy them cannot be wholly disregarded in a case like the present. Nor do I base my decision on section 2 of the Copyright Act of 1862, which provides that "nothing herein contained shall prejudice the right of any person to copy or use any work in which there shall be no copyright, or to represent any scene or object." The first portion of the section is not applicable, because the "work" there referred to is, I think, explained by the preamble to mean painting, drawing, or photo, and if the sketches are copies of the plaintiff's paintings they are copies of paintings in which he has copyright. Neither is the second part of section 2 applicable, because these sketches are sketches of a scene or object, which is not such a scene or object as is referred to in the section. The scene or object referred to in the section is something which someone else has copied and not a scene or object which is itself a copy from a painting in which there is a copyright. Although, therefore, these sketches are made from something in which there is no copyright, and although they represent something which is not itself an infringement of the plaintiff's copyright, yet I am not prepared to say, as a matter of law, that these sketches might not infringe the plaintiff's rights if they could be fairly regarded as reproductions of his pictures, or of the designs thereof. To hold otherwise would be to open the door to indirect piracies, which I am not at all disposed to do. A copy of a foreign copy of an English painting would not, I apprehend, be protected by section 2 (see *Murray* v. *Bogue* (1 Drew. 353)), and the judgment of Lord Blackburn in *Ex parte Beal* (L. R. 3 Q. B., at p. 394) shews that if a painting is in fact reproduced it is immaterial what the intermediate steps may be by which the reproduction is arrived at. Again, the case of *Robinson* v. *Turner* (10 Ir. Ch. 121), where the painting of the death of Chatterton was pirated by copying an arrangement made up from the picture, shews what injustice might be done if it were to be held that section 2 protected the defendants, if they could otherwise be held to have infringed the plaintiff's rights. My decision is based on different and on wider grounds. Copyright, like patent right, is a monopoly restraining the public from doing that which, apart from the monopoly, it would be perfectly lawful for them to do. The monopoly is itself right and just, and is granted for the purpose of preventing persons from unfairly availing themselves of the work of others, whether that work be scientific, literary, or artistic. The protection of authors, whether of inventions, works of art, or of literary compositions, is the object to be attained by all patent and copyright laws. The Acts are to be construed with reference to this purpose. On the other hand, care must always be taken not to allow them to be made instruments of oppression and extortion. It is on such considerations as these that fair reviews of literary works, although containing lengthy extracts from them, are not infringements of the copyrights in them; that a representation of part of a dramatic piece, if confined to some comparatively insignificant part of it, is not an infringement of the copyright in such piece. It was by considering the object of the statute, and not only its words, that in *Dicks* v. *Brooks* (15 Ch. D. 22) a worsted work copy of an engraving was held not to be an infringement of the copyright therein. Lastly, in this very action, this court, proceeding on the same principle, quite recently decided that the representation in the Empire Theatre, by human beings arranged as shewn in a picture, were not an infringement of the copyright in such picture (1894, 2 Ch. 1). Moreover, although the intention of an infringer is immaterial, if he copies more than is fair, so that his copy may be used as a substitute for the original, as in *Roworth* v. *Wilkes* (1 Camp. 94), yet in doubtful cases the extent to which the copying has been carried and the object sought to attained by the copies complained of are matters which must be considered, as is shewn by *Bradbury* v. *Hotten* (L. R. 8 Ex. 1) and *Scott* v. *Stanford* (L. R. 3 Eq. 718). The extent of copying and the degree of resemblance between the original and the copy are always most material, as was pointed out long ago in *West* v. *Francis* (5 B. & A. 737). Guided by the foregoing considerations and by the principles acted upon in the decisions to which I have referred, I ask myself whether these sketches are such copies of the plaintiff's pictures, or such reproductions of the designs thereof, as are struck at by the statute which confers copyright in such pictures. My answer to this question is, No. The sketches are not intended to be, and are not in fact, copies of the pictures at all, neither are they intended to be, nor are they in fact, reproductions of the designs of the pictures. They do not represent any of the beauties of the pictures. They are rough sketches, made for a very different purpose, and answering a very different purpose, that purpose being, not to give an idea of the plaintiff's pictures, but to give a rough idea of what is to be seen at the Empire Theatre. In giving that idea it is true that they also give a very rough idea of the subject represented in the plaintiff's pictures. It is also true that in *West* v. *Francis* Bayley, J., said, "A copy is that which comes so near to the original as to give to every person seeing it the idea created by the original." But in applying this to any particular case the degree of resemblance is all important, and the possibility of injury to the plaintiff must be regarded, as was pointed out in *Dicks* v. *Brooks* (L. R. 15 Ch. D. 22). It is only by a great stretch of language and by the exercise of much imagination that these sketches can be regarded as copies of the plaintiff's pictures or the designs thereof. The case is very unlike *Gambart* v. *Ball* (14 C. B. N. S. 306), where engravings were copied by photography. I cannot bring myself to say that the sketches complained of are, in any fair sense of the words, copies of the plaintiff's pictures or reproductions of the designs thereof within the meaning of the statute to which I have referred. The defendants have not, in fact, directly or indirectly, intentionally or unintentionally, made any use, certainly not any unfair use, of the plaintiff's pictures or of the brains of their authors. This, in my opinion, settles the case. In order to avoid misunderstanding, I will observe that I do not think that the competition test is necessarily conclusive. I agree that if the defendants had copied the plaintiff's pictures they would have infringed his rights, even although the use made by the defendants of such copies could in no way compete with the sale of the plaintiff's pictures. This was the case in *Hanfstängl* v. *Holloway* (1893, 2 Q. B. 1), where copies of the plaintiff's pictures were only used by being put on pill-boxes, but were nevertheless held to be infringements of his rights. Again, unauthorized sketches of pictures made on purpose to convey, and, in fact, conveying, tolerably correct ideas of them would, I apprehend, be infringements of the copyrights in them, although the sketches might not compete with the pictures or with any copies of them which their authors or their assigns might desire to make or sanction. But where copying a picture never enters the head of a person who is said to have copied it or to have reproduced its design, where the question is whether a sketch by such a person is or is not a copy or reproduction, then the impossibility of injury by competition may, I think, be fairly considered. The appeal must be allowed, and judgment entered for the defendants with costs.

LOPES and DAVEY, L.JJ., concurred.—COUNSEL, *Cracknanthorpe*, Q.C., *Grosvenor Woods*, Q.C., and *Forman*; *Graham Hastings*, Q.C., *Scrutton*, and *Jessel*; *B. Davies*. SOLICITORS, *L. Basil Thomas*; *H. Bentwich*; *Meller, Smith, & May*.

[Reported by C. F. DUNCAN, Barrister-at-Law.]

High Court—Chancery Division.

Re **OWEN (Deceased)**—Stirling, J., 28th June.

STATUTE OF LIMITATIONS—WILL—LEGACY CHARGED EXCLUSIVELY ON CONTINGENT REVERSIONARY INTEREST IN REAL ESTATE—"PRESENT RIGHT TO RECEIVE THE SAME"—REMEDY OF LEGATEE—SALE OR FORECLOSURE—REAL PROPERTY LIMITATION ACT, 1874 (37 & 38 VICT. c. 57), s. 8.

David Owen, who died in 1823, devised his real estate upon trust for the benefit of Mary Hannah Postlethwaite during her life, and after her death, in the event (which happened) of her not leaving issue, upon trust for the four children of his brother, Edward Owen, in equal shares as tenants in common in fee simple. Mary H. Postlethwaite died on the 28th of February, 1893, and thereupon the devise in favour of the children of E. Owen took effect in possession. One of these children was Edward Owen, the younger, who died on the 29th of March, 1854, having by his will dated the 31st of October, 1853, given to his wife, Mary Owen, absolutely, certain personal estate exonerated from the payment of his debts, which he charged on his real estate. He devised all his real estate and also his contingent interest under D. Owen's will to his said wife for her life, and after her decease he charged the same with the sum of £8,000, which he bequeathed as follows:—£2,000 to his son, Edward Owen, and £2,000 to each of his daughters, Dorothy, May, and Ellinor, and subject and charged as aforesaid, he devised all his real estate and the contingent interest aforesaid to his son, Edward Owen, in fee simple. After directing the legacies given to his daughters to be settled, he declared that in case his real estate and the contingent reversionary interest aforesaid should not if sold and after payment of debts realise the £8,000, each legacy to his daughters should abate, so that his son should have an amount and

share equal with his sisters in the amount that might, under the circumstances, be realized therefrom. He appointed his widow executrix of his will, but he did not make any disposition of his residuary personal estate. The widow died on the 10th of February, 1880, in the lifetime of Mary H. Postlethwaite. From a deed dated the 22nd of November, 1880, which was executed by the son and the three daughters of the testator Edward Owen, it appeared that the whole of the real estate of which the testator was in actual possession had been sold at the date of the deed, and that each such legatee had received out of the proceeds £1,844, in part discharge of the legacy of £2,000, leaving them (in the words of the recital in the deed) "still entitled to receive a sum of £156 each from the unrealized estate of the testator as the balance of the said legacy of £8,000." No further payment was made in respect of the said legacy of £8,000, and no steps were taken during the lifetime of Mary H. Postlethwaite to realize the testator's interest under D. Owen's will. Part of D. Owen's real estate having been sold and the money paid into court under the Lands Clauses Consolidation Act, the question now arose upon this adjourned summons whether all claims in respect of the £8,000 were not barred by the Statute of Limitations. The Real Property Limitation Act, 1874, provides (section 8) that "no action or suit or other proceeding shall be brought to recover any sum of money secured by any mortgage, judgment, or lien, or otherwise charged upon or payable out of any land or rent, at law or in equity, or any legacy, but within twelve years next after a present right to receive the same shall have accrued to some person capable of giving a discharge for or release of the same. . . ."

STIRLING, J., said there appeared to be nothing in the deed of the 22nd of November, 1880, which could prevent any of the legatees from requiring at any time that the testator E. Owen's interest under D. Owen's will should be sold and the proceeds applied in satisfaction of the unpaid balance of the legacies. He was also of opinion that the £8,000 was not a legacy payable out of the testator's personal estate, but constituted simply a charge on his real estate and his interest under D. Owen's will. He had not, therefore, to consider the case of a legacy payable by a legal personal representative to whose hands assets sufficient to answer the legacy came for the first time on Mary H. Postlethwaite's death, and consequently the decision was not governed by such cases as *Adams* v. *Barry* (2 Coll. 285, 290), *Re Johnson, Sly* v. *Blake* (33 W. R. 502, 29 Ch. D. 966), and *Re Davis* (39 W. R. 627; 1891, 3 Ch. 119), and the principles there laid down. The words "present right to receive" in section 8 of the Real Property Limitation Act, 1874, were to be read according to their ordinary meaning: *Hornsey Local Board* v. *Monarch Investment Building Society* (38 W. R. 85, 24 Q. B. D. 1). A present right to receive the sum of £8,000 accrued in 1880; a part was then received by each of the persons to whom the money was payable, and the balance might have been raised by a sale or mortgage of the testator's interest under D. Owen's will. In opposition to such a conclusion there was cited *Hugill* v. *Wilkinson* (36 W. R. 633, 38 Ch. D. 480), where it was held that an equitable mortgagee of a reversionary interest in land was not debarred from asserting his claim against the land until the expiration of twelve years from the time when the reversionary interest fell into possession. The grounds of that decision when examined were found to be (1) that an equitable mortgagee had a remedy against the land by way of foreclosure; (2) that an action for foreclosure was not an action to recover money charged on land, but to recover land itself: *Harlock* v. *Ashberry* (30 W. R. 327, 9 Ch. D. 539), *Heath* v. *Pugh* (29 W. R. 904, 30 W. R. 553, 6 Q. B. D. 345, 7 App. Cas. 235); and (3) that the time within which an action for the recovery of land might be brought was regulated not by section 8 but by sections 1 and 2 of the Act of 1874. No such reasoning applied to this present case unless the persons entitled to the benefit of these charges on the land had in respect of them a right of foreclosure. No case had been cited in which the owner of a charge on land created by will had been held entitled to foreclosure. The grounds on which the court granted foreclosure were explained by Wigram, V.C., in *Sampson* v. *Pettison* (1 Hare, 533): see also *Jenkins* v. *Row* (5 De G. & S. 107). The relief to which an equitable mortgagee of real estate by deposit of title deeds was entitled was foreclosure and not sale: *James* v. *James* (21 W. R. 522, L. R. 16 Eq. 153); the reason appearing to be that the court treated the deposit as evidence of an agreement to execute a legal mortgage: see the judgment of Lord Cottenham in *Parker* v. *Housefield* (2 M. & K. 419) and of Sir G. Jessel in *Carter* v. *Wake* (4 Ch. D. 605, 25 W. R. Dig. 161). It appeared also to be the better opinion that under the statute 1 & 2 Vict. c. 110, s. 13, a judgment creditor was (prior to the passing of the statute 27 & 28 Vict. c. 112) entitled to foreclosure on the ground that the former statute placed him in the same position as regarded remedies in equity as if the judgment debtor had by writing under his hand agreed to charge the hereditaments against which the judgment was sought to be enforced: see the judgment of Turner, L.J., in *Ex parte Boyle* (3 De G. M. & G. 515, 530) and the remarks of Lord Hatherley, C., in *Tennant* v. *Trenchard* (L. R. 4 Ch. App. 537, 542, 17 W. R. Ch. Dig. 172). Possibly a testator might so express himself as to shew that he intended the owner of a charge created by his will to have the like remedies as were conferred by statute on the judgment creditor; but his lordship thought, having regard to the authorities to which he had referred, that no such intention could be inferred from the language of the will of the testator E. Owen. The remedy, therefore, in the present case was to have the money raised by sale or mortgage, and not by way of foreclosure, and consequently the period of limitation was defined by section 8, and not by sections 1 and 2 of the Real Property Limitation Act, 1874.—COUNSEL, *Hastings*, Q.C., and *Gaskell*; *Warrington*. SOLICITORS, *Kingsford, Dorman, & Co.*, for *Arnold & Son*, Birmingham; *Paterson, Snow, Bloxam, & Kinder*, for *Longueville & Co.*, Oswestry.

[Reported by W. SHALLCROSS GODDARD, Barrister-at-Law.]

Winding-up Cases.

Re **THE MIDLAND COAL, COKE, AND IRON CO. (LIM.)**—Vaughan Williams, J., 6th July.

COMPANY—WINDING UP—SCHEME OF ARRANGEMENT—CREDITOR—CONTINGENT LIABILITY—NOVATION—JOINT-STOCK COMPANIES ARRANGEMENT ACT, 1870 (33 & 34 VICT. c. 104), s. 2.

This was a summons in the winding up of the above-named company by W. Y. Craig, a creditor, for an order that his claim, amounting in the whole to the sum of £45,787 14s. 8d., might be fully admitted for that amount, and that the costs of and occasioned by the application might be paid by the liquidator to him. The applicant's case was that he had assigned all his interest in a lease to the company, and that he had not been released from his liability to the lessor under the lease, and that he had paid rent to the lessor which had not been repaid to him by the company. That he was similarly liable for the rents and covenants of other leases assigned to or taken over by the company from the applicant. The applicant estimated the annual rents for which he was liable to the several lessors and in respect of which he was entitled to claim against the company on their indemnity, and claimed to prove for sums paid by him for rent and in respect of his liability under the leases, and to have his claim properly secured by deposit of cash or other security. He claimed therefore to prove for these contingent liabilities and to have the same secured to the extent of £45,451. The liquidators stated that by a scheme of arrangement sanctioned by the court on the 12th of October, 1893, a new company was to be incorporated to take over all the assets and business of the above-mentioned company and to undertake all its liabilities. The scheme, with some variations, was approved on the 30th of November, 1893, and the liquidators said the new company had taken over all the assets and liabilities of the above-named company. The scheme was made in the matter of the company and the Joint-Stock Companies Arrangement Act, 1870. By clause 2 the new company was to take over all the assets and business of the existing company and undertake all its liabilities, including the costs of winding up. By clause 8 the new company was to pay in cash and satisfy within three months of the approval by the court of the scheme (*inter alia*) the unsecured creditors of the existing company. On the 5th of December, 1893, an agreement was entered into by the old company and the new company providing (*inter alia*) that the new company should give effect to clause 8 of the scheme with some variations, and that upon payment or satisfaction of the debentures and debts of the old company mentioned in the agreement and costs mentioned in the scheme the liquidators should at the cost of the new company take all steps necessary for completely winding up and dissolving the old company, and the new company was to be bound by the scheme and give effect thereto as varied. The question in this summons was whether the applicant was a creditor within section 2 of the Joint-Stock Companies Arrangement Act, 1870. Section 2 provides that "where any compromise or arrangement shall be proposed between a company which is, at the time of the passing of this Act or afterwards, in the course of being wound up, either voluntarily or by or under the supervision of the court, under the Companies Acts, 1862 and 1867, or either of them, and the creditors of such company, or any class of such creditors, it shall be lawful for the court, in addition to any other of its powers, on the application in a summary way of any creditor or the liquidator, to order that a meeting of such creditors or class of creditors shall be summoned in such manner as the court shall direct; and if a majority in number representing three-fourths in value of such creditors or class of creditors present, either in person or by proxy at such meeting, shall agree to any arrangement or compromise, such arrangement or compromise shall, if sanctioned by an order of the court, be binding on all such creditors or class of creditors, as the case may be, and also on the liquidator and contributories of the said company." On behalf of the applicant it was argued that the bankruptcy practice had been imported into the winding up of companies, and that a contingent liability was therefore provable. On the other side it was said that the assets had been handed over and the liquidators had nothing, and the claim against the old company was gone by reason of the scheme.

WRIGHT, J., refused the application, and directed the costs to be costs in the winding up. His lordship said in the course of his judgment that on the whole he must take it that the Act of 1870 applied to everybody who could be treated as a creditor of any sort, secured or unsecured. He must take it that the applicant was a party to the scheme and bound by it. The meaning of the scheme was that the creditors had agreed that the new company should be a continuation of the old one, and all liabilities as against the old company should accrue to the new company. If the applicant was a creditor at all he was an unsecured creditor. The scheme could not mean that he was to be paid in full. Creditors there meant creditors who had actual, not contingent claims. If that were so the applicant had agreed that his remedy was to be by calling on the new company to pay. The new company could not resist that because they were parties to the agreement and to the scheme. He thought, therefore, the application failed, but he could not declare the applicants' rights as against the new company because the new company were not parties to the proceedings.—COUNSEL, *Kenyon Parker; Kirby*. SOLICITORS, *Birchams; Ashurst, Morris, & Co.*

[Reported by V. DE S. FOWKE, Barrister-at-Law.]

High Court—Queen's Bench Division.

SCHOLFIELD *v.* **THE EARL OF LONDESBOROUGH**—6th June.

BILL OF EXCHANGE—FRAUDULENT ALTERATION OF FIGURES—LIABILITY OF

ACCEPTOR—NEGLIGENCE—BILLS OF EXCHANGE ACT, 1882 (45 & 46 VICT. c. 61), ss. 2, 64.

Action upon a bill of exchange tried before Charles, J., without a jury. The plaintiff claimed as the holder in due course of a bill of exchange for £3,500 accepted by the defendant. It was admitted that the bill, as originally drawn and accepted by the defendant, was for £500 only, and that it was so accepted for the accommodation of one Sanders, who afterwards fraudulently altered it into a bill for £3,500 and so negotiated it, and that it had come into the hands of the plaintiff for value. The facts appear more fully from the considered judgment of the learned judge, the substance of which is set out below.

CHARLES, J., said that the defendant admitted that the plaintiff was a holder in good faith and for value of the bill. It was further admitted that when the defendant accepted the bill it was a bill for £500 only, and that afterwards, before indorsement, it had been fraudulently altered by the drawer into a bill for £3,500. The defendant pleaded this alteration as a defence to the whole action, but in the alternative, whilst denying all liability, paid £500 into court. The plaintiff replied that the defendant ought not to be admitted to say that the bill was altered in material particulars, and thereby made void, because such alterations were made easy, and every opportunity for them was given by the culpable negligence of the defendant in accepting the bill in the form in which he accepted it, and on the bill stamp on which it was drawn, and that without the said negligence the alteration would not and could not have been made. The bill was dated London, September 8, 1890, and bore a stamp of an amount sufficient to cover a sum of £4,000. In the left-hand corner were, at the time of the acceptance, the figures "500," preceded by the sign for pounds. Between the "£," however, and those figures was a space sufficiently wide to admit of another figure being interpolated. The figure 5 was made in a bold hand, and was somewhat larger than the two cyphers which followed it. The body of the bill was drawn in three lines. In the first were the words, "Three months after date," in the second, "Pay to me or my order the sum of," and in the third were the words, "Five Hundred pounds for value received." In the second line there was sufficient space left for the addition of another word; and before the word "Five," in the third line, there was also space for the addition of a word, without carrying the third line further to the left than the word "pay" in the second. Sanders, having obtained the defendant's acceptance to the bill so drawn, inserted the figure "3" between the sign "£" and the figures "500," and in the body of the bill added the words "Three Thousand" between the word "of" in the second line, and the words "Five Hundred" in the third, writing the word "Three" at the end of the second line, and "Thousand" at the beginning of the third line; and in that shape he had negotiated it. It was, he said, contended that under those circumstances the defendant was liable for the whole amount of the fraudulently altered bill, upon the principle of the case of *Young* v. *Grote* (4 Bing. 253). There the plaintiff delivered some printed cheques to his wife, signed by himself, but with blanks for the amounts, requesting her to fill those blanks up according to the exigency of business. She permitted one to be filled up with the words, "fifty Pounds Two shillings," the "fifty" being commenced by a small letter and placed in the middle of a line. The figures "50.2" were placed at a considerable distance from the printed "£." In this state she gave the cheque to her husband's clerk to receive the amount, whereupon he inserted the words "Three hundred and" before the word "fifty," and the figure "3" between the figures "50" and the "£." The banker having duly paid on the cheque so altered, it was held that the loss must fall on the plaintiff, on the ground that the customer had misled the banker by want of proper caution in drawing the cheque in so careless a manner. It was suggested by Brett, L.J., in *Bazendale* v. *Bennett* (3 Q. B. D. 525) that the authority of that case had been shaken by the decision of the House of Lords in the *Bank of Ireland* v. *Trustees of Evans's Charities* (5 H. L. Cas. 389). Upon reference, however, to the opinion of the judges in that case, delivered by Parke, B., and adopted by the House of Lords, it would, he thought, be found that *Young* v. *Grote* was not in any way disapproved of, and it had been recognized in many subsequent cases. "Its authority," says Williams, J., in *Ex parte Swan* (7 C. B. N. S. 447), "cannot be disputed"; although, as he points out, it may be doubtful whether the liability of a man who signs a blank bill, note, or cheque be founded on the doctrine of estoppel or on a rule of the law merchant, that an actual authority is thereby conferred on the persons in whose hands the instrument is. In *Bank of Ireland* v. *Trustees of Evans's Charities*, the Lord Chancellor spoke of the case as having proceeded on the ground of estoppel by reason of negligence, and Erle, C.J., had taken the same view of it in *Ex parte Swan*, and so also did Blackburn, J., in *Swan* v. *North British Australasian Co.* (2 H. & C. 175.) It appeared clear from those cases that a person who signs a negotiable instrument, with the intention that it shall be delivered to a series of holders, does incur a duty to those persons not to be guilty of negligence with reference to the form of the instrument. If he signs it in blank he is thereby liable for any amount which the stamp on it will cover. If he signs it negligently in such a manner or shape as to render alteration a likely result, he is responsible on the altered instrument. That being so, he had to decide whether in this case the defendant had been guilty of that sort of negligence in accepting the bill in question in the form in which it originally was drawn which would make him liable for the subsequent forgery. That was a question, not of law, but of fact, and as such had always been dealt with upon all the authorities. It ought to be remembered that at the time when Lord Londesborough accepted this bill he had not the slightest reason to suspect Sanders, or to doubt in any way his integrity. On the question of the defendant's alleged negligence, it was said in the first place that the defendant ought never to have accepted the bill for only £500, seeing that it bore upon it a stamp of £2 value, sufficient therefore to cover an amount of £4,000. He thought that it would be pressing the doctrine of estoppel by negligence far beyond what was justifiable under the circumstances, as, in his opinion, there was nothing whatever to direct the defendant's attention to the amount of the stamp at the time when he signed the bill, and the defendant was not, in his opinion, guilty of negligence in failing to closely scrutinize it. As to the form in which the bill had been made out originally, it was not enough to impose a liability upon the defendant for the forged amount of the bill that he accepted it in a form facilitating forgery. He must negligently so accept it, and if, when he accepted it—although a forger could, owing to the arrangement of the words and figures, in fact alter it without detection—it appeared to be in an ordinary form, in his lordship's opinion the defendant was not liable. The facts in *Young* v. *Grote* were different from those in this case, for there a glance at the cheque would have shewn to any careful person that it was incomplete; but here he could not see anything which would warrant him in finding the defendant negligent. The bill was complete in form, and upon inspection would not, in his judgment, have excited suspicion in the mind of any reasonably prudent man. The defendant was not, therefore, in his opinion, liable to pay the plaintiff the amount of the altered bill—viz., £3,500. The question remained whether, having regard to the new law contained in the proviso to subsection (1) of section 64, of the Bills of Exchange Act, 1882, the defendant was liable to the extent of £500—the amount for which the bill was accepted by him. That section enacted that "where a bill or acceptance is materially altered without the assent of all parties liable on the bill, the bill is avoided except as against a party who has himself made, authorized, or assented to the alteration, and subsequent indorsers; provided that where a bill has been materially altered, but the alteration is not apparent and the bill is in the hands of a holder in due course, such holder may avail himself of the bill as if it had not been altered, and may enforce payment of it according to its original tenor." The learned judge found upon the evidence that the alteration in this case was not "apparent" on the face of the bill, and that therefore, unless there were any stamp objection, the plaintiff was entitled—as an admitted "holder in due course"—to the £500 for which it was originally drawn and accepted. It had, however, been argued that the bill, as altered, became a fresh instrument, requiring therefore a fresh stamp. The answer to that argument was that Sanders had altered the bill before it was delivered to any holder for value. Sanders had not given value. The defendant had accepted the bill for Sanders' accommodation. The bill had not, therefore, in his opinion for stamp purposes been "issued" at the time when it was altered, and an alteration before issue did not avoid the bill: *Downes* v. *Richardson* (5 B. & Ald. 674). The definition of "issue" in section 2 of the Act of 1882, as "the first delivery of a bill or note complete in form to a person who takes it as a holder," did not, in his opinion, alter the law as to what for the purposes of the stamp laws constitutes the "issue" of a bill. In the result, he held that the defendant was liable to pay the plaintiff £500 and no more, but as the defendant had in the alternative, paid that amount into court, his judgment must be for the defendant with costs, though there would, in effect, be a verdict for the plaintiff for £500, and interest thereon at five per cent. from the 19th of July, 1892, to date, and an order for the payment of the £500 out of court, together with the interest, to the plaintiff.—COUNSEL, *Finlay*, Q.C., and *E. Morton*; *Jelf*, Q.C., *A. T. Lawrence*, and *C. K. Francis*. SOLICITORS, *Smith, Fawdon, & Low*; *Saltwell, Tryon, & Saltwell*.

[Reported by T. R. C. DILL, Barrister-at-Law.]

HARPER *v.* **MARCKS**—23rd May.

CRIMINAL LAW—CRUELTY TO ANIMALS—"DOMESTIC ANIMALS"—LIONS IN CONFINEMENT—CRUELTY TO ANIMALS ACT, 1849 (12 & 13 VICT. c. 92), ss. 2, 29—CRUELTY TO ANIMALS ACT, 1854 (17 & 18 VICT. c. 60), s. 3.

Case stated by Mr. De Rutzen, metropolitan police magistrate at Westminster. The respondent was charged under section 2 of the Cruelty to Animals Act, 1849, for "that on the 27th of February, 1894, at the Royal Aquarium, Westminster, he did cruelly beat, ill-treat, abuse, and torture a certain animal, to wit, a lion." The lions, five in number, were from four to five years old, and were kept in a cage five yards long by four yards wide; the public being admitted at an extra charge to see them. A lady known as a "skirt dancer" enters the cage accompanied by the respondent, who is armed with a formidable whip in one hand and a strong pole with a steel head to it in the other. With the aid of these weapons the lions are kept in subjection while the lady dances, and subsequently one of the lions is made to jump over a board several times. The magistrate, without deciding the question of cruelty or hearing the respondent's witnesses on that issue, dismissed the case, on the ground that a lion, even when kept in confinement, cannot be said to be a domestic animal within the section.

THE COURT (CAVE and WRIGHT, JJ.) dismissed the appeal.

CAVE, J., said that these lions were wild animals in confinement, neither more nor less, and were not domestic animals within the meaning of the Act. The protection of the section is granted to a variety of animals specifically mentioned, all of which are tamed to serve some useful purpose to mankind and to "other domestic animals." That expression cannot be extended beyond animals possessing the general features of those enumerated, and one of those features consists of being tamed for the use of man. The mere catching and confining is not sufficient to bring a wild animal within the Act, and a wild animal in a cage does not by the mere fact of its confinement become a domestic animal. These lions were kept in a cage and prevented by terror from following their instincts and tearing the dancer to pieces, and that is not sufficient to make them domestic animals within the Act.

WRIGHT, J., concurred.—COUNSEL, *Willis*, Q.C., and *Colam*; *Poland*,

Q.C., and *Bonsey*. Solicitors, *Lindsay, Greenfield, & Masons; Solicitor to the Treasury*.

[Reported by T. Hollis Walker, Barrister-at-Law.]

REG. v. RICHARDSON AND ANOTHER—25th May.

Poor Law—Maintenance of Pauper—Member of Friendly Society—Arbitration Clause—Jurisdiction of Justices—Divided Parishes Act, 1876 (39 & 40 Vict. c. 61), s. 23—"Entitled to any Annuity or Periodical Payment."

Rule *nisi* calling upon justices of Houghton-le-Spring to shew cause why a *mandamus* should not go to compel them to hear and determine a certain application under the Divided Parishes Act, 1876, with reference to the maintenance of a pauper member of a friendly society. The pauper, an aged member of the Northumberland and Durham Miners' Permanent Relief Fund, was admitted into a workhouse in February, 1890. By the rules of the society he was at that time entitled to a certain periodical payment, but while he was in the workhouse—viz., in July, 1891—the rules were altered by an addition which declared that if any aged member "goes into the workhouse" the money should not be paid. For some time after the passing of this rule the society continued to make payments to the guardians in respect of the pauper, though it was afterwards said that this was done through inadvertence, and in November, 1893, they refused to pay any more. In January, 1894, the guardians, having declared the relief given to have been given by way of loan, and having given notice to the officers of the society under the Poor Law Amendment Act, 1879, claimed from the society the arrears to which they deemed the pauper to be entitled. The claim was made under section 23 of the Divided Parishes Act, 1876, which provides that "where any pauper shall be entitled to any annuity or periodical payment, the trustee or other person bound to make payment of the same to the pauper may from time to time pay to the board of guardians of any union or parish out of the instalments which have become due the cost incurred in the relief of such pauper accrued since the last instalment," and "where any trustee shall decline to make any payment, the guardians may apply to the justices. . . ." One of the rules of the friendly society ordered that all disputes between any member or person claiming through a member and the society should be referred to arbitration, and when the application in the present case came on for hearing before the justices it appeared that there was a dispute as to the effect of the new rule of July, 1891. The society contended that in consequence of that rule nothing was due to the pauper; the guardians, standing in the pauper's shoes, contended that his rights could not be affected by a rule made after he had actually been received into the workhouse. The justices held that until the dispute on this point was decided the pauper could not be said to be entitled to a periodical payment, and that the dispute must be decided by arbitration under the rules, that being a condition precedent to their power to entertain the claim. They therefore refused to hear the case until it should be determined by arbitration to what periodical payment the pauper was entitled. A rule *nisi* for a *mandamus* to hear and determine having been obtained against them,

The Court (Cave and Wright, JJ.) discharged the rule.

Cave, J., said that the condition on which the whole of section 23 depends is that the pauper must be entitled to a periodical payment, but there is no indication that the Legislature intended that the question whether he is entitled or not should be decided by the justices. So long as there is a dispute as to whether he is entitled or not, the justices cannot come into play; and before they can entertain a claim like this it is a condition precedent that the pauper should be admitted to be entitled.

Wright, J., said that it was clear that between members the dispute whether "going into the workhouse" means "being in the workhouse" is one which ought to be settled by arbitration under the rules. The guardians stand in the shoes of the pauper, and until this dispute has been settled by arbitration, the justices cannot entertain their claim.—Counsel, *Poland*, Q.C., and *A. Glen; L. Walton*, Q.C., and *Duke*. Solicitors, *Croft & Mortimer*, for *Bentham*, Sunderland; *Dix & Warlow*, Newcastle-on-Tyne and London.

[Reported by T. Hollis Walker, Barrister-at-Law.]

Solicitors' Cases.

MARRIOTT *v.* **COBBETT**—*Chitty, J.*, 7th July.

Costs—Higher Scale—Partition Action—R. S. C., LXV., 9.

On the further consideration of the action in court, counsel for the plaintiff stated that it was a partition action and came on as a short cause on agreed minutes. After going through the minutes and mentioning that there had been three auction sales, two of which had included the bulk of the property, he applied to his lordship, under the authority of R. S. C., ord. 65, r. 9, that the higher scale of costs might be allowed. He stated that although the inquiries and accounts directed by the judgment and the titles to the properties sold were of a very complicated character, the proceedings had been worked out at a minimum expense, and with the avoidance of all outlay and delay not absolutely necessary.

Chitty, J., said he had received from his chief clerk a special report as to the extremely able way in which the proceedings in chambers had been conducted, and to the effect that all needless detail had been avoided, and his lordship said that, although he very rarely allowed the higher scale, he should do so in this case as an encouragement to others.

Counsel for the plaintiff then mentioned that the costs had already been taxed up to a certain point and paid, and asked that the higher scale allowance might extend to those costs also, to which his lordship assented.

On the application of counsel for the defendants his lordship gave them the higher scale also.—Counsel, *Daniel Jones*. Solicitors, *Stileman, Neate, & Toynbee; Ley, Lake, & Ley; Maples, Teesdale, & Co.*

[We are favoured with a report of the above case.]

LAW SOCIETIES.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 11th inst., at 2 p.m., Mr. John Henry Kays in the chair. The other directors present were Messrs. W. Beriah Brook, Robert Cunliffe, Grantham R. Dodd, Wm. Geare, Saml. Harris (Leicester), John Hunter, F. Rowley Parker, R. G. Pidcock (Eastbourne), Henry Roscoe, Sidney Smith, R. W. Tweedie, Frederic T. Woolbert, and J. T. Scott, secretary. A sum of £500 was distributed in grants of relief, forty-six new members were admitted to the association, and other general business transacted.

GLOUCESTERSHIRE AND WILTSHIRE INCORPORATED LAW SOCIETY.

The following are extracts from the report of the committee of this society:—

Members.—The number of members is now 198.

Police Advocacy.—At the last annual meeting of the society held at Swindon, a resolution was adopted as follows:—"That it be referred to the committee of the society to take such steps as they may think expedient to secure observance at magisterial courts of the rule laid down in *Webb* v. *Catchlove*, as to police advocacy." In furtherance of the object of that resolution the following circular letter was sent to all the justices' clerks within the district of your society:—

"1, Berkeley-street, Gloucester,
"28th August, 1893.

"Dear Sir,

"*Police Advocacy before Justices.*

"The attention of the committee of this society has been called to the practice, believed to be a growing one, of attempted infringement by the police upon the privileges of the bar and solicitors, in regard to advocacy before justices.

"This practice was most strongly condemned by the court in the case of *Webb* v. *Catchlove* (50 J. P. 795), where Denman, J., said, 'It is a most unfortunate practice for police officers to act the part of advocates in courts of justice'; and Hawkins, J., said: 'He thought it a very bad practice to allow a policeman to act as an advocate before any tribunal.'

"The committee feel sure that as a member of the profession you will recognize the importance both in the interest of the public and of the profession, and especially of its younger members, that this rule should be carefully observed, and I am to express the hope of the committee that your influence will be used to that end.

"Yours faithfully,
"John W. Corbin, Hon. Sec.

"To
"Clerk to the Justices for the Division of ."

In reply letters were received from the magistrates' clerks at Stroud, Mitcheldean, Tewkesbury, Newent, and Cirencester, and after being discussed by your committee the whole matter was adjourned to the annual general meeting for further consideration. In the opinion of your committee, however, no further steps appear to be called for at the present time, no further complaint having reached your committee of a continuation of the practice complained of.

Chartered Accountants.—A very objectionable practice has arisen of publishing in the *Law List* the names of chartered accountants in such a way as to militate against the interests of solicitors, and steps have been taken by the Council of the Incorporated Law Society and by the Associated Provincial Law Societies, to protest against this objectionable proceeding, and your committee hope the protest will prove effectual, but at present no definite result can be reported.

Public Executor and Trustee.—This question, which occupied a good deal of time and consideration some two years since, has again been brought to the front by a Bill for the appointment of a public trustee and executor; but as the Bill is introduced into the House of Commons by private members there is very little chance of its becoming law during this year. The matter is referred to in order that the members of the society may use their endeavours to oppose the Bill, should they have any opportunity of doing so, by discussion with the members of Parliament with whom they have influence.

Land Transfer Bill.—Up to the middle of April last this question had remained in abeyance; but on the 12th of April a Bill was introduced into the House of Lords, which has now passed its second reading, having for its object the placing of land transfer on the same basis as that proposed by the Bill of 1893—in fact, the two Bills of 1893 and 1894 are identical except that a clause is added to the latter Bill for the professed purpose of enabling registered proprietors of land to give a simple and effectual form of security to bankers and others without creating a registered charge on the land or entering a caveat. The Incorporated Law Society at once took steps in the matter with a view to ascertain whether the opposition to the compulsory registration of titles, which had been so vigorously carried on up to the end of last year, should be continued. A much greater difficulty had to be encountered in this session in opposing the Bill in the House of Commons, as owing to the suspension

of the 12 o'clock Rule in the House, the consideration of the Bill might be proceeded with at any time after 12 o'clock in case the Bill then came on for debate there. The objections to the measure remain the same, and under the circumstances the Incorporated Law Society called a conference between their council and the Associated Provincial Law Societies to consider what steps should be taken with reference to the opposition to the measure before it left the House of Lords. The meeting was held on the 1st May inst., and your President and Mr. Ellett attended as delegates from this society, and the meeting was largely attended from all parts of the country. The opinion of the meeting was decidedly in favour of continuing the opposition to the Bill, but the meeting was adjourned to give time for referring to the law societies. Your committee met on the 8th of May to specially consider the matter, and it was determined to support the opposition fully. On the 9th of May the adjourned meeting took place, and your president again attended as the delegate from this society. Most of the law societies in England were represented at the second meeting, and it was resolved by the large majority of twenty-eight to three to continue the opposition to the Bill in every possible way. All the mischiefs attributed to the Bill in previous reports remain active at the present time, the only amendment being the one with regard to temporary advances by bankers to landowners, and this is clearly one of a very illusory character for obtaining the end in view. The form of the amendment has been described as nothing more than a license to a landowner to borrow money for his purposes when he requires it, and does not in any way attain the object he has in view of enabling him to raise a temporary loan without publicity and unnecessary expense. Your committee urges every member of this society to give effect to the opinion that the Bill should be strenuously opposed by each one using all the influence he has in his power with the member for the division in which he resides and any other member of Parliament with whom he is acquainted, and induce them to vote against the Bill when it reaches the House of Commons. At present the Bill, on the initiative of Lord Salisbury, has been adjourned until the Finance Bill of the Government has made sufficient progress to enable the House of Lords to judge of the effect one measure will have on the other.

Finance Bill.—This Bill, which has been brought into the House of Commons by the Chancellor of the Exchequer, is a most important measure, and certainly alters in a very material manner much settled law with regard to the Succession and Legacy Duties, and the modern Estate Duty, and the dealing with properties at death by parties then entitled to them either as beneficiaries or otherwise. Your committee have received a report from the Council of the Incorporated Law Society so far as it relates to the Death Duties. This report, which is not intended to be an exhaustive one, or to express any opinion as to the policy of the Bill, points out a great many objections to the mode by which the duties are proposed to be levied, and is set out in an appendix to this report. It is quite clear that in some respects insuperable difficulties will arise in carrying out the Act if it should be passed in its present form, and duties and responsibility are thrown upon every executor, trustee, guardian, committee, or other person in whom any interest in any deceased's property is at any time vested, and every person in whom the same is vested in possession by alienation or other derivative title, as they are to be accountable for the Estate Duty on the property, and are required to deliver and verify an account accordingly. A heavy penalty is incurred by any person who fails to comply with the foregoing provisions, and this liability is, of course, one which affects the whole community. Any dealing with securities or property of any kind which are capable of being transferred, disposed of, or bought is rendered almost impossible, as no person can give a good discharge for the same unless they have already obtained a certificate from the Commissioners of Inland Revenue that there is no claim for estate duty thereon. To illustrate the difficulties connected with such a provision as this, it is only necessary to say that the money in a current account of any person in a bank cannot be used or paid over for the purpose of dealing with and winding up the estate until the certificate is given. No payment can be claimed of money under a policy of insurance without the Inland Revenue certificate, and from these instances alone, which are only two out of many which can be adduced, it will be seen how unreasonable are the provisions contained in the Bill.

LEGAL NEWS.

OBITUARY.

The death is announced of Mr. David Nasmith, Q.C., LL.D., after a protracted illness, on Tuesday, in his sixty-fifth year. He was the author of a Translation of Ortolan's Histoire de la Législation Romaine et Généralisation Du Droit, The Institutes of English Law, An Outline of Roman History from Romulus to Justinian, with Special Reference to the Growth, Development, and Decay of Roman Jurisprudence.

CHANGES IN PARTNERSHIPS.

Dissolutions.

Clarence Beckford and Thomas William Hall, solicitors (Beckford & Hall), West Smithfield. July 1. The business will in future be carried on by the said Thomas William Hall at 61, West Smithfield aforesaid, in his own name.

Albert Edmund Loughborough and Sydney Francis Gedge, solicitors (Loughborough & Gedge), 23, Austinfriars, London. June 30. The business will be carried on by the said Albert Edmund Loughborough and Sydney Francis Gedge, in partnership with Edward Gibson Nisbet, at the same address, under the style of Loughborough, Gedge, & Nisbet.

William Henry Macaulay and Arthur Henry Bennett, solicitors (Macaulay & Bennett), Leicester. June 30. The said Arthur Henry Bennett will continue to practise under the style of Macaulay & Bennett. [*Gazette*, July 6.

Charles William Haigh and Herbert Cullin Heppenstall, solicitors (Haigh & Heppenstall), Newark-upon-Trent. July 6.

[*Gazette*, July 10.

INFORMATION WANTED.

To Solicitors and Others.—Any person who has, or since 1877 has had, in his possession any testamentary or other papers relating to the late William Henderson, of Fenchurch-street, Clapham-road, and Clifton Hampden, who died on the 19th November last, is requested to communicate with Mr. M. Lowman, 47, King-square, Goswell-road, Islington, E.C.

Re Arthur Vere Archer Powys.—This gentleman was practising as a solicitor at 1, Lincoln's-inn-fields, in partnership with Mr. Walter Gerard George Jones, in 1890. Any person who can give information as to whether the said Mr. Powys is living or dead is earnestly requested to communicate with Calkin, Lewis, & Stokes, solicitors, 7, Furnival's-inn, London.

GENERAL.

It is stated that Mr. Justice Barnes, who is staying at Wiesbaden for the purpose of taking the waters, has improved in health.

A meeting of the Rule Committee of the Judges was held at the Royal Courts of Justice on Wednesday.

It is stated that Mr. H. W. Verey, the senior official referee, has appointed Mr. W. C. Burridge to be his clerk, in the place of Mr. R. J. Block, appointed clerk to the Lord Chief Justice.

The question of a possible vacancy in the Law Offices of the Crown has been settled (says the *Daily News*) by the Attorney-General. Sir John Rigby has no desire to leave the House of Commons, and nothing would induce the Solicitor-General to give up the seat which he adorns.

The report of the Select Committee of the House of Lords appointed to report upon the fees and profits received by the high sheriffs of counties or their deputies has been issued. According to the *St. James's Gazette* it appears that large profits are made by the under-sheriffs in Lancashire, Yorkshire, Glamorganshire, and the county of London, and smaller sums in the other counties varying from about £400 down to £5 per annum. There is almost complete unanimity among the present under-sheriffs in desiring that that office should be a permanent one, and many of the witnesses were of opinion that it ought to be a salaried office under the Crown. The committee are of opinion that the high sheriff ought to continue to be responsible on behalf of the county for the reception of and attendance upon the judges and for other arrangements in connection with the administration of justice at the county assizes. All other duties ought to be discharged by a permanent officer responsible to the Crown. A general revision of the amounts paid to the different counties for judges' lodgings and for other purposes is suggested.

On Wednesday there was a large assembly of barristers and solicitors in the court of the Lord Chief Justice to see Lord Russell sworn in. In the front row there were the law officers, with Sir R. Webster and Sir E. Clarke, Sir Walter Phillimore, Lord Coleridge, Q.C., and many other Q.C.'s. The officers of the courts were also present, including Mr. Mellor (Master of the Crown Office), the Hon. Gilbert Coleridge (Master of the Crown Office), Mr. G. Pollock (Queen's Remembrancer), Mr. Lawford (Associate), Master Kay, and others. Shortly before the time appointed for the ceremony Earl Rosebery took his seat on the right hand of the chair of the Lord Chief Justice. In a few moments Lord Esher and all the Lords Justices—Lord Justice Lindley, Lord Justice Lopes, Lord Justice Kay, Lord Justice Davey, and Lord Justice A. L. Smith—came in, followed by the Chancery judges and the common law judges who are in town. Lastly came in Lord Russell, the new Lord Chief Justice, who took his stand in front of his chair in the centre; and then, the Prime Minister standing by his side and all the judges standing up, the Lord Chief Justice proceeded to take the oaths now remaining, administered to him by Mr. Mellor, the Master of the Crown Office—the simple "oath of allegiance" and the ancient "oath of office":—"I will faithfully discharge the duties of the office of Lord Chief Justice and do right to all manner of people without fear or favour." The Lord Chief Justice, having taken the oaths, took his seat and signed the declaration of the oath—to the like effect. Sir John Rigby (Attorney-General) then rose, and moved that the taking of the oath be now recorded. The Lord Chief Justice: Be it so. The oath accordingly was so recorded, the judges retired, and the court cleared.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

Rota of Registrars in Attendance on

Date.	Appeal Court No. 2.	Mr. Justice Chitty.	Mr. Justice North.
Monday, July ... 16	Mr. Leach	Mr. Holt	Mr. Carrington
Tuesday ... 17	Godfrey	Farmer	Lavie
Wednesday ... 18	Leach	Holt	Carrington
Thursday ... 19	Godfrey	Farmer	Lavie
Friday ... 20	Leach	Holt	Carrington
Saturday ... 21	Godfrey	Farmer	Lavie

	Mr. Justice Stirling.	Mr. Justice Kekewich.	Mr. Justice Romer.
Monday, July 16	Mr. Beal	Mr. Ward	Mr. Jackson
Tuesday 17	Pugh	Pemberton	Clowes
Wednesday 18	Beal	Ward	Jackson
Thursday 19	Pugh	Pemberton	Clowes
Friday 20	Beal	Ward	Jackson
Saturday 21	Pugh	Pemberton	Clowes

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

Bennett.—July 2, at Aldershot, the wife of E. E. Bennett, Captain A.V.D., and barrister-at-law, of a daughter.
Ferguson.—June 20, at West Hampstead, the wife of William Bates Ferguson, M.A. Oxon, barrister-at-law, of a daughter.
Graham.—June 28, the wife of Sidney Henry Graham, solicitor, of a daughter.
Moltено.—June 30, at 10, Palace-court, W., the wife of Percy Alport Moltено, barrister-at-law, of a daughter.
Moncrieff.—June 28, at Glasgow, the wife of Hugh Moncrieff, solicitor, of a daughter.

MARRIAGES.

Baker—Bourne.—June 30, at St. Stephen's, East Twickenham, Herbert Baker, solicitor, to Edith Mary, elder daughter of John Cooke Bourne, of Twickenham-park.
Barnes—Lethbridge.—July 3, at Lynsted, Frederic Gorell Barnes, barrister-at-law, of the Inner Temple, to Caroline Anne Roper, only daughter of Sir Roper and Lady Lethbridge, of Lynsted Lodge, Kent.
Bell—Evans.—June 20, at Southampton, William Henry Bell, solicitor, of the Abbey, Romsey, to Irene Kathleen, eldest daughter of Captain Robert Evans, R.N.
Hext—Giberne.—June 23, at Ashstead, George Kendall Hext, solicitor, to Caroline Alexandra, widow of the late Edgar Giberne.
Laing—Maclachlan.—June 28, at Edinburgh, Alexander Laing, solicitor Supreme Courts, to Elizabeth Mackinlay Maclachlan.
Orred—Yorke.—June 21, at Christleton Parish Church, John Randal Orred, barrister-at-law, of the Inner Temple, to Hester M. J. Yorke.
Riggall—Foat.—June 16, at Aylesbury, James Kirkby Riggall, solicitor, of Watford, to Marjorie Ethel Foat, of Aylesbury.
Turner—Benham.—July 5, at All Souls', Hampstead, Charles Mallord William Turner, solicitor, to Jessie Beatrice Benham.

DEATHS.

Andrews.—July 6, at Rodwell, near Weymouth, George James Williams Andrews, of Dorchester, solicitor, aged 45.
Atkinson.—June 24, Henry Atkinson, of Westwood, near Altrincham, solicitor, aged 69.
Berkeley-Calcott.—June 21, Frederick Mowbray Berkeley-Calcott, of 52, Lincoln's-inn-fields, solicitor, aged 65.
Brittan.—June 22, at Failand Hill, near Bristol, Alfred Brittan, solicitor, aged 71.
Douglas.—July 5, at Coldstream, William Douglas, solicitor, aged 29.
Harward.—June 27, at Clifton, Thomas Netherton Harward, formerly of Lincoln's-inn, barrister-at-law, aged 90.
Levy.—July 7, at Thanet, Jonas Levy, J.P., barrister-at-law.
Robinson.—July 5, at Horley, William Robinson, of Charterhouse-square, E.C., solicitor, aged 88.
Salmon.—July 5, at Thornbury, George Salmon, late of Cardiff, solicitor.
Tobin.—June 1, at Kasauli, India, of pneumonia, P. Tobin, solicitor, late of Bombay.

Warning to intending House Purchasers & Lessees.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, next the Meteorological Office, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c. —[Advt.]

WINDING UP NOTICES.

London Gazette.—Friday, July 6.

JOINT STOCK COMPANIES.

Limited in Chancery.

Delamere and District Farmers' Supply Association, Limited—Creditors are required, on or before Aug 8, to send their names and addresses, and particulars of their debts or claims, to Frederick Murgatroyd, 2, Clarence bldgs, Booth st, Manchester. Storer & Co, Manchester, solors for liquidator
London Fabric Printing Co, Limited—Creditors are required, on or before Aug 30, to send their names and addresses, and particulars of their debts or claims, to Harvey Edward Preen, Basing House, Basinghall st. Timbrell & Deighton, 44, King William st, London Bridge, solors for liquidator
New Travellers' Chambers, Limited—Petn for winding up, presented July 3, directed to be heard on July 18. Campbell & Co, 17, Warwick st, Regent st, solors for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of July 17
Taltal (Chile) Nitrate Co, Limited—Creditors are required, on or before Aug 14, to send their names and addresses, and particulars of their debts or claims, to Frank Stobbs, 110, Cannon st

London Gazette.—Tuesday, July 10.

JOINT STOCK COMPANIES.

Limited in Chancery.

Griffith, Farran, & Co, Limited—By an order made by Wright, J., dated June 28, it was ordered that the voluntary winding up be continued. Markby & Co, Coleman st, solors for petner

FRIENDLY SOCIETIES DISSOLVED.

Bournbrook Mutual Investment and Loan Society, Heeley Arms, Heeley rd, Bournbrook, Worcester. June 30
South Staffordshire and Worcestershire Permanent Provident Society, 1, Priory st, Dudley, Worcester. June 30

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

Last Day of Claim.

London Gazette—Tuesday, June 19.

Gaskell, Thomas John, Stalmine, Lancs, Yeoman July 7 Dunderdale v Gaskell, Registrar, Preston Johnson, Preston
Owen, Rev Edward, Oldham, Lancs July 17 Allen v Griffith, Stirling, J Allen & Co, Manchester
Smith, George Hindes, Onslow gardens, Gent July 19 Smith v Smith, Chitty, J Buttanshaw, Budge row, Cannon st
Whitehead, John Burnand, Rochford, Essex July 25 Stock and Share Auction and Banking Co v Williams, North, J Lowless & Co, Martin's lane, Cannon st

UNDER 22 & 23 VICT. CAP. 35.

Last Day of Claim.

London Gazette.—Tuesday, June 26.

Akroyd, John, Tunbridge Wells, Esq July 22 Stibbard & Co, Leadenhall st
Bower, Joseph, Hollinwood, Licensed Victualler Aug 1 Bowd n & Widdowson, Manchester
Bull, John, Pimlico, Cowkeeper Aug 1 Hepworth & Co, Finsbury
Chaplin, Sylvia, Gt Yarmouth July 21 Wiltshire & Son, Gt Yarmouth
Collins, Matilda Masters, Bath Aug 25 Pearce, Bath
Crowe, Emma Susannah, Wellington Aug 1 Booker, Wellington
Dann, Amelia, North Plaistow Aug 1 Forster & Co, Lincoln's inn fields
Donkin, Thomas, Weybridge, Esq Aug 1 Young & Co, Essex st
Emery, George, Bristol, Draper July 31 Wartnaby & Co, Market Harborough
Gawith, Ann, Birkenhead July 23 Thompson & Hughes, Birkenhead
Giles, Richard, Kenwyn, Cornwall, Miner July 31 Paige & Grylls, Redruth
Griffiths, Ann, Hereford July 15 Gwynne-James & Son, Hereford
Hallewell, William, Leeds, Builder July 12 Ford & Warren, Leeds
Hannen, Rt Hon James Baron, Burdocks, Sussex July 24 Nicholson & Patterson, Parliament st
Jefferies, Elizabeth, Sandy, Widow Aug 11 Leeds Smith, Sandy
Knowles, Lucy, Dewsbury, Spinster Aug 1 Hirst, Dewsbury
Larking, Isabella, Maidstone July 26 Stenning & Co, Tonbridge
Lee, William, Shap, Florist July 24 Marshal & Co, Hammersmith
Moore, Mary Eliza, Chalfont St Peter's July 31 F J & G J Braikenridge, Bartlett's bldgs
Morell, Charlotte Mossel, Bloomsbury July 31 Buxton & Co, Sackville st
Morell, Hyman, Bloomsbury July 31 Buxton & Co, Sackville st
Newman, William, Berkhamsted St Peter, Gent July 23 Vaisey, Tring
Oakes, Francis, Netherton, Chartermaster July 26 Wright, Cradley Heath
Robson, John, Adelphi, Solicitor July 31 Muddiman, Lincoln's inn fields
Sagar, James, Burnley, Power Loom Weaver Sept 23 Francis Whittaker, Lancaster pl, Strand
Snape, Richard Charles, Wigan, Cotton Spinner July 24 Wright & Appleton, Wigan
Starr, Edward, Kingston upon Hull Aug 1 Gardam, Hull
Tackney, John, Birkenhead, General Dealer July 23 Thompson & Hughes, Birkenhead
Taylor, Sarah, Rochdale, Widow Aug 1 Brierley & Hudson, Rochdale
Thistlethwayte, Laura Eliza Jane Seymour, Hampstead July 30 Francis & Cookenden, Lincoln's inn
Unwin, Louisa, Ryde, Spinster July 31 Want & Co, Victoria st
Walburn, James, Melsomby, Shoemaker July 18 Stewart, Darlington
Williams, Mary Jones, Cadoxton juxta Neath, Widow July 31 Charles, Neath

London Gazette.—Friday, June 29.

Aindow, Mary, Scarisbrick Aug 1 Bradley & Son, Liverpool
Appleyard, Robert Prescot, Stafford st, Esq Aug 7 Meredith & Co, Lincoln's inn
Arden, Richard Edward, Burnham July 31 Johnson & Sons, Gray's inn sq
Barber, David, Blackburn, Beerseller Aug 8 D & B Haworth, Blackburn
Bishop, Robert, Eye, Chemist Aug 14 Lawton & Co, Eye
Boyce, James Charles, Clapham July 20 Norden, Clapham
Capps, Frederick Augustus, Ealing Aug 7 Burnett, Walbrook
Cowper, Edward Alfred, Westminster, Civil Engineer Aug 10 Wilson & Co, Copthall bldgs
Curson, Mary Ann, Plymouth, Widow July 31 Hawken, Plymouth
Feltham, John, Ringwood, Grocer Aug 6 Davy, Ringwood
Garrett, Abraham, Maresfield grdns Aug 27 Aldridge & Co, Bedford row
Hallgath, John, Boston, Gent July 31 Dyer, Boston
Hallgath, Susanna, Boston July 30 Dyer, Boston
Harmston, Edward Watson, Newark, Ironmonger July 7 Tallents & Co, Newark
Harvard, Charles, Fivehead, Yeoman Aug 1 Hill & Son, Langport
Holder, Jane, Hatton July 31 Coleman & Co, Birmingham
Honnor, Thomas Pearman, Shepperton, Farmer July 19 Paine & Brettell, Chertsey
Ironsides, Sarah, Bridport Aug 2 Roper, Bridport
James, Robert, Ealing, Esq July 28 Mackrell & Co, Cannon st
Jefferies, Elizabeth, Sandy, Widow Aug 11 Smith, Sandy
Jervis, Michael Leadbeater, Gent Aug 1 Lamb & Kyffin-Taylor, Birkenhead
Killery, James, Maida Vale, Captain Aug 22 Layard, Chancery lane
Larkin, Frank, Tunbridge Wells, Butcher Aug 31 Martin, Tunbridge Wells
Littlewood, Charles, Huddersfield, Oat Bread Baker July 28 Scott, Leeds
Maidment, George, Alderton, Farmer July 31 Jones & Forrester, Malmesbury
Marshall, Elizabeth, Twickenham, Widow Aug 31 Chadwick, Dewsbury
Mundo, David, Newcastle upon Tyne, Master Printer Aug 14 Brown, Newcastle upon Tyne
Pickard, Robert, New Cross Gate Aug 15 Minet & Co, King William st
Plump, Martha, Cheddar Aug 1 March, Axbridge
Powell, John, Ewyas Harold, Surgeon Aug 9 Watkins & Co, Pontypool
Ridsdill, Harriet, Birmingham July 30 Tyler & Hobson, Birmingham
Rollings, Alfred, Wolverley, Innkeeper July 7 Ivens & Morton, Kidderminster
Sargeant, John, Thornton Heath, Surveyor July 21 Fisher & Co, Watling st
Sharp, George, Gt Grimsby, Gent Aug 11 Daubney & Bates, Gt Grimsby
Sillett, Robert John, Fakenham Aug 11 Harfield & Son, Southampton
Spencer, William, Burton on Trent, Gent Aug 3 Toone & Bartlett, Loughborough
Thom, George Aldcroft, Urmston, Soap Manufacturer July 30 Walker, Manchester
Waterer, Thomas, Newington Causeway, Grocer July 30 Waterer, Newington Causeway
Welch, Alfred, Seething lane, Gent Aug 1 Cooper & Co, Birchin lane
Winter, William, Kingston-upon-Hull, Coachbuilder July 31 Babington, Hull

BANKRUPTCY NOTICES.

London Gazette.—Friday, July 6.

RECEIVING ORDERS.

Appleton, Lewis, Westminster, Author High Court Pet April 20 Ord July 3

Bardill, Draper Welch, Derby Derby Pet July 2 Ord July 2

Bernstein, A, Friday st, Merchant High Court Pet May 25 Ord July 3

Blades, Frederick Higham, Tattershall, Publican Lincoln Pet July 3 Ord July 3

Bowden, Samuel, Salford, Hay Dealer Salford Pet May 23 Ord July 2

Churcher, Reuben Robert, Woolston, Watchmaker Southampton Pet July 2 Ord July 2

Cunnah, H, Wright, & Co, Gracechurch st, Merchants High Court Pet June 13 Ord July 3

Davies, Frederic Arthur, Robert Henry Whitworth, and Charles Percy Harry Pearce, Queen Victoria street, Merchants High Court Pet July 2 Ord July 2

Fowerbaker, William James, Seven Sisters rd, Cabinet Maker High Court Pet July 4 Ord July 4

Godwin, Alfred, West Shefford, Farmer Newbury Pet June 29 Ord June 29

Graves, Ferdinand C, Southport Liverpool Pet June 18 Ord July 2

Hart, Lionel, Temple, Barrister at Law High Court Pet May 29 Ord June 29

Hartley, Peter Pendlebury, Crewe, Car Proprietor Nantwich Pet July 4 Ord July 4

Humble, George Taylor, Sunderland, Ship Broker Sunderland Pet July 2 Ord July 2

King, Charles Henry, Walton, Farmer Northampton Pet June 29 Ord June 29

Malkin, Arthur James, Newcastle under Lyme, Earthenware Manufacturer Hanley Pet July 2 Ord July 2

Matthews, William, Llanelly, Corn Merchant Tredegar Pet July 3 Ord July 3

Medhurst, Thomas, Andover, Coal Merchant Salisbury Pet July 2 Ord July 2

Muston, George Alfred, Hackney, Carpenter High Court Pet July 4 Ord July 4

Needs, Henry Charles, Bristol, Plumber Bristol Pet July 2 Ord July 2

Oliver, Edward Percival, Gt Sutton st, Electrical Engineer High Court Pet June 15 Ord July 4

Peacock, John, Tillingham, Farmer Chelmsford Pet June 15 Ord June 30

Pimley, Charles, Amblecote, Innkeeper Stourbridge Pet July 2 Ord July 2

Reynolds, James Henry, Wrenthorpe, Rope Manufacturer Wakefield Pet July 3 Ord July 3

Robinson, Richard, Accrington, Iron Moulder Rochdale Pet July 3 Ord July 3

Russon, Thomas, Leeds, Leeds, Furniture Dealer Leeds Pet July 2 Ord July 2

Shaw, Mary, Huddersfield, Woollen Manufacturer Huddersfield Pet July 3 Ord July 3

Smith, E Ross, Jermyn st High Court Pet May 28 Ord July 2

Stotesbury, S E, Westcombe pk Greenwich Pet June 12 Ord June 26

Tatlow, Howard Franklin, Harborne, Commercial Traveller Birmingham Pet July 2 Ord June 2

Victor, R, Commercial rd, Tobacconist High Court Pet June 16 Ord July 2

Walker, Bernard, Chester, Draper Chester Pet June 12 Ord July 3

Whitelock, Thomas Henry, Scruton, Yorks, Farmer Northallerton Pet July 3 Ord July 3

Woods, Major H B, Westbourne pk High Court Pet June 15 Ord July 2

The following amended notice is substituted for that published in the London Gazette of Jan 30:—

Harrhy, Evan, Llantillio Pertholey, Miller Tredegar Pet Jan 26 Ord Jan 26

ORDER RESCINDING RECEIVING ORDER.

Griffiths, Edward, Llanbedr, Denbighshire, formerly Farmer High Court Ord May 25 Resen June 29

ORDER DISCHARGING RECEIVING ORDER.

Van Wart, Oscar Irving, Liverpool, Commission Agent Liverpool Ord Dec 11, 1893 Disch July 2, 1894

FIRST MEETINGS.

Adams, Margaret, Boscombe, Widow July 16 at 1 Challis Hotel, Rupert st, London

Adams, Thomas Andrew, and John Henry Theaker, Newcastle on Tyne, Grocers July 18 at 11.30 Off Rec, Pink lane, Newcastle on Tyne

Baker, David, Baker st, Builder July 19 at 11 Bankruptcy bldgs, Carey st

Bardill, Draper Welch, Derby July 16 at 2.30 Off Rec, St James's chmbrs, Derby

Barns, Francis George, Highbury New Park, Stationer July 13 at 11 Bankruptcy bldgs, Carey st

Bell, Thomas, Sheffield, Hairdresser July 13 at 3.30 Off Rec, Figtree lane, Sheffield

Betts, William, Norwich, Bricklayer July 14 at 11.30 Off Rec, 8, King st, Norwich

Biddle, John, Swansea, Confectioner July 16 at 12 Off Rec, 31, Alexandra rd, Swansea

Brophy, Charles Stuart, Burnley, Fruiterer Aug 2 at 2 Exchange Hotel, Nicholas st, Burnley

Capel, Albert William, Kingswood, Builder July 18 at 12.30 Off Rec, Bank chmbrs, Corn st, Bristol

Christophers, Herbert St Clair, Earl's Court, Stockbroker July 17 at 11 Bankruptcy bldgs, Carey st

Cogdon, John Montague, Chelsea, Gent July 17 at 12 Bankruptcy bldgs, Carey st

Conrath, Edward Frederick, Hackney rd, Timber Merchant July 13 at 2.30 Bankruptcy bldgs, Carey st

Cowen, Henrietta, Belfast, Widow July 17 at 2.30 Bankruptcy bldgs, Carey st

Davies, Frederick Arthur, Robert Henry Whitworth, and Charles Percy Harry Pearce, Queen Victoria st, Merchants July 24 at 12 Bankruptcy bldgs, Carey st

Davies, Walter John, Welshpool, Tailor July 17 at 1 Off Rec, Llanidloes

Donovan, John, Dover, Watchmaker July 13 at 11.30 Off Rec, 73, Castle st, Canterbury

Fairless, George, Leadgate, Blacksmith July 18 at 11 Off Rec, Pink lane, Newcastle on Tyne

Folland, John, Kidderminster, Fishmonger July 13 at 12.30 A S Thursfield, Solicitor, Kidderminster

Gaydon, Ernest Edwin, Ealing Dean, Jeweller July 13 at 12 Off Rec, 95, Temple chmbrs, Temple avenue

Gittens, Alfred Henry, Kidderminster, Builder July 13 at 12.45 A S Thursfield, Solicitor, Kidderminster

Goldberg, Samuel, Leeds, Boot Manufacturer July 13 at 11 Off Rec, 22, Park row, Leeds

Hame, John Whitfield, Lowestoft, Smackowner July 16 at 2.45 Suffolk Hotel, Lowestoft, Suffolk

Hancox, John, Burton on Trent, Carter July 18 at 11.30 Midland Hotel, Station st, Burton on Trent

Harrison, James, Henley in Arden, Builder July 13 at 12 Off Rec, 17, Hertford st, Coventry

Jackson, John, Burnley Aug 2 at 1.30 Exchange Hotel, Nicholas st, Burnley

Jansson, Johan Wilhelm, and Pieter Johan Van Nievenvaart, Gracechurch st, Flour Factors July 13 at 2.30 Bankruptcy bldgs, Carey st

Jennings, Thomas, Bradford, Beerhouse Keeper July 13 at 11 Off Rec, 31, Manor row, Bradford

Joel & Son, Simion, Newcastle on Tyne, Auctioneers July 18 at 12 Off Rec, Pink lane, Newcastle on Tyne

Jones, James, Dudley, Hatter July 13 at 10.15 Off Rec, Dudley

Jones, John, Banbury, Gasfitter July 13 at 12 Off Rec, Oxford

Lambert, Alfred, Mark lane July 16 at 2.30 Bankruptcy bldgs, Carey st

Law, William, Clapham rd, Jeweller July 19 at 12 Bankruptcy bldgs, Carey st

Lister, Hugh, Sheffield, Butter Merchant July 13 at 3 Off Rec, Figtree lane, Sheffield

Littlewood, W B Gurney, Old Broad st July 18 at 2.30 Bankruptcy bldgs, Carey st

Mallett, Thomas, Netherton, Refreshment house Keeper July 13 at 10.40 Off Rec, Dudley

Maskell, Harry Percy, Fulham, Forwarding Agent July 19 at 2.30 Bankruptcy bldgs, Carey st

Mitchell, Barnard, Enfield, Brickmaker July 13 at 3 Off Rec, 95, Temple chmbrs, Temple avenue

Needs, Henry Charles, Bristol, Plumber July 18 at 12 Off Rec, Bank chmbrs, Corn st, Bristol

Onions, William Ernest, Loughborough, Grocer July 16 at 11.30 Off Rec, St Paul's sq, Bedford

Parker, Joseph, Sunderland, Fruiterer July 13 at 3 Off Rec, 25, John st, Sunderland

Payne, Thomas, Basingstoke, Grocer July 14 at 11 Off Rec, 4, East st, Southampton

Platt, William Charles, Dover, Shoemaker July 13 at 11 Off Rec, 73, Castle st, Canterbury

Powell, Orlando, Westminster Bridge rd, Composer July 16 at 12 Bankruptcy bldgs, Carey st

Pulling, George Perriam, Sidcup July 16 at 11 Bankruptcy bldgs, Carey st

Reynolds, James Henry, Wrenthorpe, Yorks, Rope Manufacturer July 13 at 11 Court house, Wakefield

Simpson, John Ker, Carlisle, Tobacconist July 13 at 3 12, Lonsdale st, Carlisle

Smith, Charles John, and Benjamin Berree, Bournemouth, Music Sellers July 14 at 12 South Western Hotel, Bournemouth

Smith, William, Wymondham, Bricklayer July 14 at 12 Off Rec, 8, King st, Norwich

Speers, John Reid, and George Charles Barnes, Liverpool, Corn Merchants July 18 at 3 Off Rec, 35, Victoria st, Liverpool

Stockley, Thomas, Leamington, Cowman July 13 at 12.30 Off Rec, 17, Hertford st, Coventry

Strong, Henry, Birkenhead, Steam Tug Proprietor July 31 at 3 Off Rec, 35, Victoria st, Liverpool

Strong, Nicholas, Birkenhead, Steam Tug Proprietor July 31 at 3.30 Off Rec, 35, Victoria st, Liverpool

Thomas, John, Llangyfelach, Carpenter July 13 at 12 Off Rec, 31, Alexandra rd, Swansea

Thomas, William, Blaenavon, Draper July 17 at 12 Off Rec, 65, High st, Merthyr Tydfil

White, John William, Barnsley, Licensed Victualler July 13 at 11.15 Off Rec, 3, Back Regent st, Barnsley

Wignall, Elizabeth, dec, Upper Rawcliffe with Tarnacre, Farmer July 13 at 2.30 Off Rec, 14, Chapel st, Preston

Woodgate, Jesse, Exeter July 13 at 10 Off Rec, 13, Bedford cir, Exeter

ADJUDICATIONS.

Atherton, John, and Samuel Atherton, Burnley, Builders Burnley Pet June 13 Ord July 4

Baker, James Davy, Crewkerne, Draper Yeovil Pet June 4 Ord July 3

Bardill, Draper Welch, Derby Derby Pet July 2 Ord July 2

Bell, Charles Ernest, Boulogne sur Mer, Mining Engineer High Court Pet June 20 Ord June 30

Blades, Frederick Higham, Tattershall, Publican Lincoln Pet July 3 Ord July 3

Coleman, Ernest Henry, Hampton Wick, Publican Aylesbury Pet May 1 Ord July 3

Curwood, Edwin, Tiverton, Corn Dealer Exeter Pet June 6 Ord July 3

Darrand, William George, Doncaster, Hotel Keeper Sheffield Pet May 29 Ord July 4

Davies, Walter John, Welshpool, Tailor Newtown Pet June 29 Ord July 3

Douglas Scott Montague, the Hon Robert Henry Piccadilly High Court Pet March 30 Ord June 30

Fraser, William, St Mary Axe, Merchant High Court Pet March 21 Ord June 29

Godwin, Alfred, West Shefford, Farmer Newbury Pet June 29 Ord June 29

Hame, John Whitfield, Lowestoft, Smackowner Great Yarmouth Pet June 9 Ord July 3

Humble, George Taylor, Sunderland, Shipbroker Sunderland Pet July 2 Ord July 2

Jackson, Benjamin Rock, Birmingham, Bell Founder Birmingham Pet June 25 Ord June 30

Jones, Isaac, Oldbury, Tailor West Bromwich Pet June 13 Ord June 30

King, Charles Henry, Walton, Farmer Northampton Pet June 29 Ord June 29

Larkin, John Patrick Byrne, Clapham, Traveller High Court Pet June 8 Ord June 30

Matthews, William, Llanelly, Corn Merchant Tredegar Pet July 3 Ord July 3

Medhurst, Thomas, Andover, Coal Merchant Salisbury Pet July 2 Ord July 2

Meiklejohn, John Young, Manchester, Merchant Manchester Pet April 9 Ord July 2

Morton, Frederick, Sarratt, Farmer St Albans Pet June 19 Ord June 30

Nicholls, William, William Walter Robins Nicholls, and Frederick Hart Nicholls, St Austell, Clay Merchants Truro Pet June 16 Ord July 4

Pryer, Arthur George, Luton, Builder's Assistant Luton Pet June 15 Ord July 2

Reynolds, James Henry, Wrenthorpe, Rope Manufacturer Wakefield Pet July 3 Ord July 3

Robinson, Richard, Accrington, Iron Moulder Rochdale Pet July 3 Ord July 3

Russon, Thomas, Leeds, Furniture Dealer Leeds Pet July 2 Ord July 2

Shaw, Mary, Huddersfield, Woollen Manufacturer Huddersfield Pet July 3 Ord July 3

Smith, William Isaac, West Smethwick, Greengrocer West Bromwich Pet June 26 Ord June 30

Strong, Henry, Birkenhead, Steam Tug Proprietor Birkenhead Pet June 8 Ord July 4

Whitelock, Thomas Henry, Scruton, Farmer Northallerton Pet July 3 Ord July 3

The following amended notice is substituted for that published in the London Gazette of 22nd June:—

Davies, Thomas, Pontypridd, Founder Pontypridd Pet June 20 Ord June 20

London Gazette.—Tuesday, July 10.

RECEIVING ORDERS.

Ablitt, Frederick Charles, Bath, Ironmonger Bath Pet July 6 Ord July 6

Acres, Thomas, Great Grimsby, Farmer Great Grimsby Pet June 28 Ord July 6

Aston, Thomas Richard, and Thomas Edward Aston, Birmingham, Rule Manufacturers Birmingham Pet July 7 Ord July 7

Bevan, Alfred, Forest Gate, Sorter High Court Pet July 6 Ord July 6

Blackburn, Richard Wheaver, Stafford, Plumber Stafford Pet July 6 Ord July 6

Blakemore, Edward James, West Kirby, Builder Birkenhead Pet July 5 Ord July 5

Brenchley, Charles Edward, Leeds Bradford Pet July 6 Ord July 6

Briggs, William, Hunsworth, Yorks, Corn Miller Bradford Pet July 6 Ord July 6

Cherrington, William Anthony, Albrighton, Salop, Farmer Madeley Pet July 5 Ord July 5

Chew, Robert, Cayton, Innkeeper Scarborough Pet July 5 Ord July 5

Clapson, James, Barton on Humber, Grocer Gt Grimsby Pet July 4 Ord July 4

Cromblehome, Richard James Denis Molyneux, Mitcham, Hotel Proprietor Croydon Pet July 5 Ord July 5

Davies, John, Edgmond, Salop, Veterinary Surgeon Stafford Pet July 5 Ord July 5

Dickinson, William, Kingsland, Boot Dealer High Court Pet June 15 Ord July 6

Dodgshon, William, Carlisle, Draper Carlisle Pet July 5 Ord July 5

Doran, John Thomas, Bridgwater, Pawnbroker Bridgwater Pet July 7 Ord July 7

Dugdale, Stephen, Manchester, Salesman Manchester Ord July 6

Dunn, John, jun, Gt Driffield, Timber Merchant Kingston upon Hull Pet July 6 Ord July 6

Evans, Harding, Swansea, Butcher Swansea Pet July 5 Ord July 5

Fenson, John, Chiswick, Builder Brentford Pet July 6 Ord July 6

Fifield, Robert, Littleton, Dairyman Winchester Pet July 5 Ord July 5

Frost, George, Oldbury, Shopkeeper West Bromwich Pet July 6 Ord July 6

Gerbert, Romain, South Lambeth, Provision Agent High Court Pet June 19 Ord July 6

Gill, F, jun, Builder High Court Pet May 18 Ord July 6

Good, John, Doncaster, Coal Dealer Sheffield Pet July 6 Ord July 6

HALL, LAWRENCE ARTHUR, Portland pl High Court Pet June 7 Ord July 6
HARMAN, FRANK HUBERT, Bradford, Flock Manufacturer Bath Pet July 7 Ord July 7
HARRISON, WILLIAM, Bellerby, Yorks, Farmer Northallerton Pet July 5 Ord July 5
HAYWARD, WALTER, Ashton Keynes, Wilts, Innkeeper Swindon Pet July 6 Ord July 6
HIRST, HERBERT, Dewsbury, Woollen Manufacturer Dewsbury Pet July 4 Ord July 4
HUDDERSTEY, JOAN, Blackburn, Auctioneer Blackburn Pet July 6 Ord July 6
JACKSON, JOHN ATKINSON, Bedford, Milliner Bedford Pet July 5 Ord July 5
JONES, RICHARD, Blaenau Festiniog, Quarry Labourer Portmadoc Pet July 4 Ord July 4
KEMP, WILLIAM, Lowestoft, Baker Gt Yarmouth Pet July 7 Ord July 7
LAKE, THOMAS, Barnstaple, Ironfounder Barnstaple Pet July 5 Ord July 5
MAJOR, JAMES, Kingsnympton, Butcher Barnstaple Pet July 7 Ord July 7
MEDCRAFT, WILLIAM, Islip, Provision Merchant Oxford Pet June 22 Ord July 5
MITCHELL, WALTER, Manchester Manchester Pet July 5 Ord July 5
POTTS, THOMAS, Sunderland, Cowkeeper Sunderland Pet July 6 Ord July 6
POULTER, FREDERICK, Aldermanbury, Cap Manufacturer High Court Pet May 28 Ord July 7
RYDE, GEORGE HENRY, Manchester, Milliner Manchester Pet July 6 Ord July 6
TURNPENNY, W D T, Leyton, Button Agent High Court Pet June 30 Ord July 4
WALDEGRAVE, DANIEL BURTON, Swineshead, Licensed Victualler Boston Pet July 5 Ord July 5
WAY, RICHARD TEMPLE, I of W, Miller Ryde Pet July 6 Ord July 6
WESTWOOD, BENJAMIN WILLIAM, Handsworth, Gent Birmingham Pet June 20 Ord July 4
WILLEY, SAMUEL, Helston, Confectioner Truro Pet July 7 Ord July 7
WILSON, JOHN, Uxbridge rd, Jeweller High Court Pet July 7 Ord July 7

The following amended notice is substituted for that published in the London Gazette of the 5th June :—

FITTOCK, G V, West Hampstead, Gent High Court Pet April 12 Ord June 1

ORDER RESCINDING RECEIVING ORDER, ANNULLING ADJUDICATION, AND DISMISSING PETITION.

WHITING, HARRY, Duncan terr, Islington, no occupation High Court Rec Ord, Adjud, & Petn April 11 Rescsn, Annul, & Dismsl July 5

FIRST MEETINGS.

BLACKWELL, FREDERICK, Reading, Bookseller July 18 at 3 Off Rec, 95, Temple chmbrs, Temple avenue
BLADES, FREDERICK HIGHAM, Tattershall, Publican July 24 at 12 Off Rec, 31, Silver st, Lincoln
BLAKEY, WILLIAM, Leeds, General Dealer July 17 at 3 Off Rec, 22, Park row, Leeds
BUTTERWORTH, JAMES, Oldham, Pleasure Grounds Proprietor July 17 at 11 Off Rec, Bank chmbrs, Queen st, Oldham
CHURCHER, REUBEN ROBERT, Woolston, Watchmaker July 19 at 3 Off Rec, 4, East st, Southampton
FIFIELD, ROBERT, Littleton, Dairyman July 19 at 3.30 Off Rec, 4, East st, Southampton
FOWERAKER, WILLIAM JAMES, Seven Sisters rd, Cabinet Maker July 17 at 2.30 Bankruptcy bldgs, Carey st
GOOD, JOHN, Doncaster, Coal Dealer July 17 at 3.30 Off Rec, Figtree lane, Sheffield
DAVID HART & Co, Milk st, Hatters July 17 at 12 Bankruptcy bldgs, Carey st
HECTOR, THOMAS, Stanion, Packing case Maker July 18 at 12.30 County Court bldgs, Northampton
HEWARD, FREDERICK, Rotherham, Hatter July 17 at 3 Off Rec, Figtree lane, Sheffield
HIRST, HERBERT, Birstal July 17 at 3 Off Rec, Bank chmbrs, Batley
HODGSON, RICHARD BANKS, Petersfield, Insurance Agent July 17 at 3 Off Rec, Cambridge Junction, High st, Portsmouth
HOOK, EDWARD, jun, Monmouth, Timber Merchant July 17 at 11.30 Off Rec, Gloucester Bank chbrs, Newport, Mon
JACKSON, BENJAMIN ROCK, Birmingham, Bellfounder July 19 at 11 23, Colmore row, Birmingham
JONES, RICHARD, Blaenau Festiniog, Quarry Labourer July 19 at 1 Market Hall, Blaenau Festiniog
LOMAX, FRANCES ELIZABETH, Cadeby, Farmer July 17 at 12.30 Off Rec, 1, Berridge st, Leicester
LOUGHER, DANIEL LLOYD, Cardiff, Registration Agent July 19 at 2.30 Off Rec, 29, Queen st, Cardiff
MALKIN, ARTHUR JAMES, Newcastle under Lyme, Earthenware Manufacturer July 18 at 12 North Stafford Hotel, Stoke upon Trent
MEIKLE, ROBERT, Croydon, Tea Dealer July 19 at 11.30 24, Railway app, London Bridge
MIDDLETON, JAMES, Birmingham, Gunmaker July 20 at 11 23, Colmore row, Birmingham
MORRIS, WILLIAM, and JESTYN MORRIS, Neath, Gardeners July 18 at 12 Off Rec, 31, Alexandra road, Swansea
MORTON, FREDERICK, Sarratt, Herts, Farmer July 18 at 12.30 Clarendon Hotel, Watford
MUNTON, GEORGE ALFRED, Hackney, Carpenter July 23 at 11 Bankruptcy bldgs, Carey st
OLIVER, EDWARD PERCIVAL, Great Sutton st, Electrical Engineer July 23 at 12 Bankruptcy bldgs, Carey st
PHILLIPS, JOHN HENRY, Briton Ferry, Glam, Grocer July 17 at 3 Off Rec, 31, Alexandra rd, Swansea
ROBERTS, CECIL JOHN CRAMER, New Windsor, Wine Merchant July 17 at 3 Off Rec, 95, Temple chmbrs, Temple avenue
SHAW, MARY, Huddersfield, Woollen Manufacturer July 17 at 3 Off Rec, 6, Queen st, Huddersfield
SIMONS, MARION FLORENCE, Birmingham, Mantle Maker July 18 at 11 23, Colmore row, Birmingham
TAMBLYN, JOHN, Cardiff, Commission Agent July 20 at 11 Off Rec, 29, Queen st, Cardiff
THOMPSON, JOSEPH FREDERICK, East Dulwich, Builder July 18 at 2.30 Bankruptcy bldgs, Carey st
WILKINSON, THOMAS, Wiggenhall St Germans, Norfolk, Miller July 26 at 10.15 Court house, King's Lynn
WITHERS, FREDERICK, Kilburn, Furniture Dealer July 19 at 2.30 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

ABLITT, FREDERICK CHARLES, Bath, Ironmonger Bath Pet July 6 Ord July 6
ADAMS, MARGARET, Boscombe, Widow Poole Pet May 30 Ord July 6
BAKER, DAVID, Baker st, Builder High Court Pet May 11 Ord July 4
BANTEN, CHARLES, Kinson, Dorset, Contractor Poole Pet May 1 Ord July 6
BIFFEN, ALFRED, Forest Gate, Post Office Sorter High Court Pet July 6 Ord July 6
BLACKBURN, RICHARD WHEAVER, Stafford, Plumber Stafford Pet July 6 Ord July 6
BLAKEMORE, EDWARD JAMES, W Kirby, Builder Birkenhead Pet July 5 Ord July 5
BRENCHLEY, CHARLES EDWARD, Leeds, Dripping Manufacturer Bradford Pet July 6 Ord July 6
CARRUTHERS, THOMAS, Kingsland, Draper High Court Pet May 31 Ord July 5
CHERRINGTON, WILLIAM ANTHONY, Albrighton, Salop, Farmer Madeley Pet July 5 Ord July 5
CHEW, ROBERT, Cayton, Innkeeper Scarborough Pet July 4 Ord July 5
CHURCHER, REUBEN ROBERT, Woolston, Watchmaker Southampton Pet July 2 Ord July 5
CLAPSON, JAMES, Barton on Humber, Grocer Gt Grimsby Pet July 4 Ord July 4
COWEN, HENRIETTA, Belfast, Widow High Court Pet May 11 Ord July 4
CRACKNELL, ERNEST ALFRED, Marylebone, Estate Agent High Court Pet May 7 Ord July 4
DAVIES, JOHN, Edgmond, Salop, Veterinary Surgeon Stafford Pet July 5 Ord July 5
EVANS, HARDING, Swansea, Butcher Swansea Pet July 5 Ord July 5
FENSOM, JOHN, Chiswick, Builder Brentford Pet July 6 Ord July 6
FIFIELD, ROBERT, Littleton, Dairyman Winchester Pet July 5 Ord July 5
FROST, GEORGE, Oldbury, Shopkeeper West Bromwich Pet July 6 Ord July 6
GOOD, JOHN, Doncaster, Coal Dealer Sheffield Pet July 6 Ord July 6
HARMAN, FRANK HUBERT, Bradford, Wilts, Flock Manufacturer Bath Pet July 7 Ord July 7
HARRISON, WILLIAM, Bellerby, Yorks, Farmer Northallerton Pet July 4 Ord July 5
HAYWARD, WALTER, Ashton Keynes, Innkeeper Swindon Pet July 6 Ord July 6
HILL, HENRY CHARLES, Woolwich, Publican Greenwich Pet May 29 Ord July 6
HIRST, HERBERT, Dewsbury Dewsbury Pet July 4 Ord July 4
HUDDLESTONE, HENRY HUDDLESTONE, Brompton sq High Court Pet Feb 6 Ord July 4
JOHNSTONE, JAMES ANNANDALE, Upper Norwood High Court Pet Feb 13 Ord July 5
JONES, RICHARD, Blaenau Festiniog, Quarry Labourer Portmadoc Pet July 3 Ord July 4
KEMP, WILLIAM, Lowestoft, Baker Gt Yarmouth Pet July 7 Ord July 7
LAKE, THOMAS, Barnstaple, Ironfounder Barnstaple Pet July 5 Ord July 5
MALKIN, ARTHUR JAMES, Newcastle under Lyme, Earthenware Manufacturer Hanley Pet July 2 Ord July 5
MILLS, HENRY FARNSBY, Charles st, Major High Court Pet March 28 Ord July 4
MITCHELL, WALTER, Manchester Manchester Pet July 5 Ord July 5
PEMBLEY, CHARLES, Amblecote, Staffs, Innkeeper Stourbridge Pet July 2 Ord July 4
POTTS, THOMAS, Sunderland, Cowkeeper Sunderland Pet July 6 Ord July 6
ROBERTS, CECIL JOHN CRAMER, New Windsor, Wine Merchant Windsor Pet June 13 Ord July 4
RYDE, GEORGE HENRY, Manchester, Milliner Manchester Pet July 6 Ord July 6
STAMP, ELIZABETH ANN MARGARET, and FRANCIS BOWER BOINTON, Harrogate, Sauce Makers York Pet June 2 Ord July 6
STEVENS, GEORGE, Bethnal Green rd, Carman High Court Pet June 26 Ord July 4
STOCKLEY, THOMAS, Leamington, Cowman Warwick Pet June 29 Ord July 5
TOWNSEND, WALTER JAMES, Selhurst, Cowkeeper Croydon Pet April 27 Ord July 5
UTTLEY, HEAP, Hebden Bridge, Painter Halifax Pet June 18 Ord June 26
VIRGIN, CARL, Brynmawr, Hotel Keeper Tredegar Pet June 18 Ord July 5
WALDEGRAVE, DANIEL BURTON, Swineshead, Licensed Victualler Boston Pet July 5 Ord July 5
WATSON, JOHN, Fenchurch bldgs, Merchant High Court Pet June 1 Ord July 4
WHEELER, ALFRED SAMUEL, Landport, Tailor Portsmouth Pet June 2 Ord July 2
WILLEY, SAMUEL, Helston, Confectioner Truro Pet July 7 Ord July 7

ADJUDICATION ANNULLED.

AGAR, MAURICE HARRY, Sheffield, Decorator Sheffield Adjud May 18 Annul June 28

SALES OF ENSUING WEEK.

July 17.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, E.C., at 2 o'clock, Freehold Ground-rents (see advertisement, June 30, p. 592).

July 17.—Messrs. HORNCASTLE, PEMBER, & TAYLOR, at the Mart, E.C., at 1 o'clock, a City Property (see advertisement, June 30, p. 591).

July 18.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, E.C., at 2 o'clock, Freehold and Leasehold Properties and Ground-rents (see advertisements, July 7, p. 4).

July 18.—Messrs. DANIEL SMITH, SON, & OAKLEY, at the Mart, E.C., at 1 for 2 o'clock, a Freehold Residential Property (see advertisement, June 2, p. 5).

July 19.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, E.C., at 2 o'clock, a Freehold Ground-rent (see advertisement, June 30, p. 592).

July 19.—Messrs. FAREBROTHER, ELLIS, CLARK, & Co., at the Mart, E.C., at 2 o'clock, a Freehold Estate, Freehold Farms, and Freehold Properties (see advertisements, June 2, p. 3).

July 19.—Messrs. FAREBROTHER, ELLIS, CLARK, & Co., at the Mart, E.C., at 2 o'clock, Profit Rentals and an Absolute Reversion (see advertisements, June 16, p. 4; July 7, p. 4).

July 20.—Messrs. ELLIS & SON, at the Mart, E.C., at 2 o'clock, a Freehold Hall (see advertisements, July 7, p. 4; this week, p. 4).

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